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No. 23] NEW DELHI, JUNE 3—JUNE 9, 2007, SATURDAY/JYAISTHA 13—JYAISTHA 19, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

कार्यालय आयुक्त,

केन्द्रीय उत्पाद शुल्क आयुक्तालय, जयपुर-द्वितीय

जयपुर, 25 मई, 2007

सं. 2—सीमा शुल्क (एनटी) 2007

(सीमा शुल्क)

क्र.आ. 1619.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94—सीमा शुल्क (एनटी) दिनांक प्रथम जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं बी. एस. वी. मूर्ति, आयुक्त, केन्द्रीय उत्पाद शुल्क जयपुर-द्वितीय एतद्वारा, शतप्रतिशत निर्यात संवर्दन इकाई स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम, 1962 की धारा 9 के अन्तर्गत राजस्थान राज्य में उदयपुर शहर को भण्डारण स्टेशन (वेयर हाउसिंग स्टेशन) घोषित करता हूँ।

[फा. सं. पंचम (सीशु)30/जेपी-II/06-07]

बी. एस. वी. मूर्ति, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

OFFICE OF THE COMMISSIONER CENTRAL EXCISE, JAIPUR-II

Jaipur, the 25th May, 2007

NO. 2-CUS (NT) 2007

(CUSTOMS)

S.O. 1619.—In exercise of the powers conferred by Notification No. 33/94-Customs (NT) dated the 1st July, 1994, of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, issued under clause (a) of Section 152 of Customs Act 1962, I, B.S.V. Murthy, Commissioner of Central Excise Jaipur-II, hereby declare Udaipur City, within the Municipal limits in the state of Rajasthan to be warehousing station under Section 9 of the Customs Act, 1962 for the purpose of setting up 100% EOU.

[C.No. V(EOU) 30/JP-II/06/2007]

B. S. V. MURTHY, Commissioner

नई दिल्ली, 28 मई, 2007

का.आ. 1620.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय उत्पाद एवं सीमा शुल्क बोर्ड के निम्नलिखित क्षेत्रीय कार्यालय को, जिनके 80 प्रतिशत कर्मचारी ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

गृह एवं कल्याण निदेशालय, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क,
'डी' ब्लॉक, आई पी एस्टेट, नई दिल्ली-110002

[फा. सं. 11013(01)/2007-हिंदी-2]

मधु शर्मा, निदेशक (राजभाषा)

New Delhi, the 28th May, 2007

S.O. 1620.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the Board of Central Excise & Customs, Department of Revenue, the 80% staff whereof have acquired the working knowledge of Hindi.

Directorate of Housing & Welfare, Customs & Central Excise,
"D" Block, IP Estate, New Delhi-110002

[F.No. 11013(01)2007-Hindi-2]

MADHU SHARMA, Director (OL)

नई दिल्ली, 28 मई, 2007

का.आ. 1621.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय उत्पाद एवं सीमा शुल्क बोर्ड के निम्नलिखित क्षेत्रीय कार्यालय को, जिनके 80 प्रतिशत कर्मचारी ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

आयुक्तालय (निवारक) सीमा शुल्क, मुम्बई, अंचल-III, बेलाई एस्टेट,
नवीन सीमा शुल्क भवन, मुम्बई-400001

[फा. सं. 11013(01)/2007-हिंदी-2]

मधु शर्मा, निदेशक (राजभाषा)

New Delhi, the 28th May, 2007

S.O. 1621.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the Board of Central Excise & Customs, Department of Revenue, the 80% staff whereof have acquired the working knowledge of Hindi.

Commissionerates of Customs (Preventive), Mumbai, Zone-III
New Custom House, Ballard Estate, Mumbai-400 001

[F.No. 11013(01)2007-Hindi-2]

MADHU SHARMA, Director (OL)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 15 मई, 2007

का.आ. 1622.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (4) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-III में एतद्द्वारा निम्नलिखित और संशोधन करती है; अर्थात् :-

2. दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-III में यूनिवर्सिटी आफ हांगकांग, हांगकांग से संबंधित क्रम संख्या 87 के सामने स्तम्भ 1, 2 तथा 3 की मौजूदा प्रविष्टियों के अंतर्गत निम्नलिखित जोड़ा जाएगा अर्थात्:-

"87 यूनिवर्सिटी आफ हांगकांग, हांगकांग	"भारतीय विश्वविद्यालय द्वारा प्रदत्त एम डी एस के समकक्ष ओरल एवं मैक्सिलोफेसियल सर्जरी में एम डी एस (यदि 1-12-1998) को अथवा इसके बाद प्रदान की गई हो)	एम.डी.एस. (ओरल एवं मैक्सिलोफेसियल सर्जरी) यूनिवर्सिटी आफ हांगकांग।"
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[फा. सं. वी-12018/4/2006-डी ई]

राज सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 15th May, 2007

S.O. 1622.—In exercise of the powers conferred by clause (b), Sub-section (4) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following further amendments in Part-III of the Schedule to the said Act, namely :—

2. Under the existing entries of columns 1, 2 and 3 against Serial No. 87, pertaining to University of Hong Kong, Hong Kong in Part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following entries shall be added, namely :—

87. University of Hong Kong, Hong Kong	"MDS in Oral and Maxillofacial Surgery equivalent to MDS Degree granted by an Indian University (when granted on or before 1-12-1998)	M.D.S. (Oral and Maxillofacial Surgery) University of Hong Kong."
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[F.No.V-12018/4/2006-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 21 मई, 2007

का.आ. 1623.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-I में एतद्द्वारा निम्नलिखित संशोधन करती है; अर्थात् :-

2. एन टी आर यूनिवर्सिटी ऑफ हेल्थ साइंसिज, विजयवाड़ा, आंध्र प्रदेश के संबंध में दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I, क्रम संख्या 50 के सामने स्तम्भ 2 तथा 3 की मौजूदा प्रविष्टियों में निम्नलिखित डेंटल कालेजों के संबंध में निम्नलिखित प्रविष्टियां रखी जाएंगी :-

"IX. सेंट जोसफ डेंटल कालेज, दुर्गी इलुरु	(i) बैचलर आफ डेंटल सर्जरी (यदि 15-11-2006 को अथवा उसके बाद प्रदान की गई हो)	बीडीएस, एन.टी.आर. यूनिवर्सिटी ऑफ हेल्थ साइंसिज, विजयवाड़ा, आंध्र प्रदेश"
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[फा. सं. वी-12017/28/2001-पीएमएस (डीई)]

राज सिंह, अवर सचिव

New Delhi, the 21st May, 2007

S.O. 1623.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

Under the existing entries of columns 2 and 3 against Serial No. 50, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to N.T.R. University of Health Sciences, Vijayawada, A. P., the following entries shall be inserted thereunder :—

“IX.	St. Joseph Dental College, Duggirala, Eluru Bachelor of Dental Surgery (When granted on or after 15-11-2006)	BDS, N.T.R. University of Health Sciences, Vijayawada, A. P.”
[F. No.V-12017/28/2001-PMS (DE)]		
RAJ SINGH, Under Secy.		

नई दिल्ली, 22 मई, 2007

का.आ. 1624.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है; अर्थात् :—

2. दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में महाराष्ट्र यूनिवर्सिटी आफ हेल्थ साइंसेज, नासिक से संबंधित क्रम संख्या 60 के सामने स्तम्भ 2 तथा 3 की मौजूदा प्रविष्टियों के अंतर्गत निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात् :—

“XX.	तात्यासाहेब कोरे डेंटल कालेज एंड रिसर्च सेंटर, न्यू परगांव, महाराष्ट्र	बी डी एस महाराष्ट्र यूनिवर्सिटी आफ हेल्थ साइंसेज, नासिक”
(i)	बैचलर आफ डेंटल सर्जरी (यदि 12-01-2007 को या इसके बाद प्रदान की गई हो)	[फा. सं. वी-12017/14/2001-पीएमएस/डीई] राज सिंह, अवर सचिव

New Delhi, the 22nd May, 2007

S.O. 1624.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against Serial No. 60, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Maharashtra University of Health Sciences, Nashik, the following entries shall be inserted thereunder :—

“XX.	Tatyasaheb Kore Dental College and Research Centre, New Pargon, Maharashtra	BDS, Maharashtra University of Health Sciences, Nashik”
(i)	Bachelor of Dental Surgery (When granted on or after 12-01-2007)	[F. No.V-12017/14/2001-PMS/DE] RAJ SINGH, Under Secy.

नई दिल्ली, 22 मई, 2007

का.आ. 1625.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है; अर्थात् :—

2. अनुसूची के भाग-I क्रम संख्या 63 और इससे संबंधित प्रविष्टियों के बाद निम्नलिखित क्रमांक और प्रविष्टियां रखी जाएंगी, अर्थात् :—

“64 भारत इंस्टीट्यूट ऑफ हायर एजुकेशन एंड रिसर्च, (सम विश्वविद्यालय), चेन्नई	1. श्री बालाजर डेंटल कालेज एंड हॉस्पिटल, चेन्नई मास्टर ऑफ डेंटल सर्जरी (i) ओरल एवं मैक्सिलोफेसियल सर्जरी (यदि 10-10-2006) को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (ओरल सर्जरी) भारत इंस्टीट्यूट ऑफ हायर एजुकेशन एंड रिसर्च, (सम विश्वविद्यालय), चेन्नई
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(ii) कन्जरवेटिव डेंटिस्ट्री (यदि 10-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (कन्जरवेटिव डेंटिस्ट्री) भारत इंस्टीट्यूट ऑफ हायर एजुकेशन एंड रिसर्च, (सम विश्वविद्यालय), चेन्नई
(iii) ओरल पेथोलोजी (यदि 10-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (ओरल पेथोलोजी) भारत इंस्टीट्यूट ऑफ हायर एजुकेशन एंड रिसर्च, (सम विश्वविद्यालय), चेन्नई
(iv) आर्थोडॉटिक्स (यदि 10-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (आर्थोडॉटिक्स) भारत इंस्टीट्यूट ऑफ हायर एजुकेशन एंड रिसर्च, (सम विश्वविद्यालय), चेन्नई
(v) प्रोस्थोडॉटिक्स (यदि 10-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (प्रोस्थोडॉटिक्स) भारत इंस्टीट्यूट ऑफ हायर एजुकेशन एंड रिसर्च, (सम विश्वविद्यालय), चेन्नई

[फा. सं. वी-12017/23/2001-डीई]

राज सिंह, अवर सचिव

New Delhi, the 22nd May, 2007

S.O. 1625.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In Part-I of the Schedule, after Serial No. 63 and the entries relating thereto, the following serial number and entries shall be inserted, namely :—

“64. Bharat Institute of Higher Education and Research, Deemed University, Chennai	I. Sree Balaji Dental College and Hospital, Chennai	
	Master of Dental Surgery	
	(i) Oral and Maxillofacial Surgery (When granted on or after 10-10-2006)	MDS (Oral Surgery) Bharat Institute of Higher Education and Research, Deemed University, Chennai
	(ii) Conservative Dentistry (When granted on or after 10-10-2006)	MDS (Conservative Dentistry) Bharat Institute of Higher Education and Research, Deemed University, Chennai
	(iii) Oral Pathology (When granted on or after 10-10-2006)	MDS (Oral Pathology) Bharat Institute of Higher Education and Research, Deemed University, Chennai
	(iv) Orthodontics (When granted on or after 10-10-2006)	MDS (Orthodontics) Bharat Institute of Higher Education and Research, Deemed University, Chennai
	(v) Prosthodontics (When granted on or after 10-10-2006)	MDS (Prosthodontics) Bharat Institute of Higher Education and Research, Deemed University, Chennai

[F.No.V-12017/23/2001-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 22 मई, 2007

क्र.अ. 1626.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है; अर्थात् :—

2. दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक से संबंधित क्रम संख्या 60 के सामने स्तम्भ 2 तथा 3 की मौजूदा प्रविष्टियों के अंतर्गत निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात् :-

"XIX. पंडित दीनदयाल उपाध्याय डेंटल कालेज, सोलापुर

(i) बैचलर आफ डेंटल सर्जरी

(यदि 14-07-2006 को या उसके बाद प्रदान की गई हो)

बी डी एस, महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक"

[फा. सं. बी-12017/13/1998-पीएमएस/डीई]

राज सिंह, अवर सचिव

New Delhi, the 22nd May, 2007

S.O. 1626.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2- In the existing entries of column 2 & 3 against Serial No. 60, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Maharashtra University of Health Sciences, Nashik, the following entries shall be inserted thereunder :—

"XIX. Pandit Deendayal Upadhyay Dental College, Solapur

(i) Bachelor of Dental Surgery
(When granted on or after 14-07-2006)

BDS, Maharashtra University of Health Sciences, Nashik"

[F.No.V-12017/13/98-PMS/DE]

RAJ SINGH, Under Secy.

(दन्त शिक्षा अनुभाग)

नई दिल्ली, 22 मई, 2007

का.आ. 1627.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है; अर्थात् :-

2. दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में एनटीआर यूनिवर्सिटी आफ हेल्थ साइंसेज, विजयवाड़ा से संबंधित क्रम संख्या 50 के सामने स्तम्भ 2 तथा 3 की मौजूदा प्रविष्टियों के अंतर्गत निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात् :-

"X. जी आई टी ए एम डेंटल कालेज, विशाखापटनम
बैचलर आफ डेंटल सर्जरी
(यदि 28-5-2006 को अथवा उसके बाद प्रदान की गई हो)

बी डी एस, एन टी आर यूनिवर्सिटी आफ हेल्थ साइंसेज,
विजयवाड़ा, आंध्र प्रदेश

XI आर्मी कालेज ऑफ डेंटल साइंसेज, सिकन्दराबाद
बैचलर ऑफ डेंटल सर्जरी
(यदि 18-11-2005 को अथवा उसके बाद प्रदान की गई हो)

बी डी एस, एन टी आर यूनिवर्सिटी आफ हेल्थ साइंसेज,
विजयवाड़ा, आंध्र प्रदेश"

[फा. सं. बी-12017/44/2000-पीएमएस(डीई)]

राज सिंह, अवर सचिव

(Dental Education Section)

New Delhi, the 22nd May, 2007

S.O. 1627.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

Under the existing entries of column 2 & 3 against Serial No. 50, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to N.T.R. University of Health Sciences, Vijayawada, A.P. the following entries shall be inserted thereunder:—

“X.	GITAM Dental College, Visakhapatnam Bachelor of Dental Surgery (when granted on or after 28-5-2006)	BDS, N.T.R. University of Health Sciences. Vijayawada, A.P.
XI	Army College of Dental Sciences, Secunderabad Bachelor of Dental Surgery (when granted on or after 18-11-2005)	BDS, N.T.R. University of Health Sciences. Vijayawada, A.P.

[F.No.V-12017/44/2000-PMS (DE)]

RAJ SINGH, Under Secy.

नई दिल्ली, 22 मई, 2007

का.आ. 1628.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम को अनुसूची के भाग-I में एतद्द्वारा निम्नलिखित संशोधन करती है; अर्थात् :-

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय (आर जी यू ओ एच एस), बंगलौर के संबंध में दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम सं. 49 के सामने स्तंभ 2 तथा 3 की मौजूदा प्रविष्टियों में निम्नलिखित डेंटल कालेजों के संबंध में निम्नलिखित प्रविष्टियां रखी जाएंगी :-

XXV एम.एस. रमैया डेंटल कालेज, बंगलौर

“मास्टर ऑफ डेंटल सर्जरी

- | | |
|---|---|
| (i) ओरल एवं मेक्सिलोफेसियल सर्जरी
(यदि 28-4-2006 को अथवा उसके बाद प्रदान की गई हो) | एम डी एस (ओरल सर्जरी)
राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर |
| (ii) कम्युनिटी डेंटिस्ट्री
(यदि 06-05-2006 को अथवा उसके बाद प्रदान की गई हो) | एम डी एस (कम्युनिटी डेंटिस्ट्री)
राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर |
| (iii) प्रोस्थोडॉटिक्स
(यदि 05-05-2006 को अथवा उसके बाद प्रदान की गई हो) | एम डी एस (प्रोस्थोडॉटिक्स)
राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर |
| (iv) पेरियोडॉटिक्स
(यदि 03-05-2006 को अथवा उसके बाद प्रदान की गई हो) | एम डी एस (पेरियोडॉटिक्स)
राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर |
| (v) आर्थोडॉटिक्स
(यदि 28-04-2006 को अथवा उसके बाद प्रदान की गई हो) | एम डी एस (आर्थोडॉटिक्स)
राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर” |

XXVIII. अल-अमीन डेंटल कॉलेज, बीजापुर

“मास्टर ऑफ डेंटल सर्जरी

- | | |
|--|--|
| (i) ओरल मेडिसिन एवं रेडियोलॉजी
(यदि 28-4-2006 को अथवा उसके बाद प्रदान की गई हो) | एम डी एस (ओरल सर्जरी)
राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर |
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[फा. सं. वी-12017/2/2002-पीएमएस(डीई)]

राज सिंह, अवर सचिव

New Delhi, the 22nd May, 2007

S.O. 1628.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In the existing entries of column 2 & 3 against Serial No. 49, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Rajiv Gandhi University of Health Sciences, (RGUHS), Bangalore, the following entries in respect of following Dental Colleges shall be inserted thereunder :—

XXV. M.S. Ramaiah Dental College, Bangalore**“Master of Dental Surgery**

- | | |
|--|--|
| (i) Oral & Maxillofacial Surgery
(When granted on or after 28-4-2006) | MDS (Oral Surgery)
Rajiv Gandhi University of Health Sciences,
Bangalore. |
| (ii) Community Dentistry
(When granted on or after 06-05-2006) | MDS (Community Dentistry)
Rajiv Gandhi University of Health Sciences,
Bangalore. |
| (iii) Prosthodontics
(When granted on or after 05-05-2006) | MDS (Prosthodontics)
Rajiv Gandhi University of Health Sciences,
Bangalore. |
| (iv) Periodontics
(When granted on or after 03-05-2006) | MDS (Perio.)
Rajiv Gandhi University of Health Sciences,
Bangalore. |
| (v) Orthodontics
(When granted on or after 28-04-2006) | MDS (Ortho.)
Rajiv Gandhi University of Health Sciences,
Bangalore. |

XXIII. Al-Ameen Dental College, Bijapur**“Master of Dental Surgery**

- | | |
|--|---|
| (i) Oral & Maxillofacial Surgery
(When granted on or after 28-4-2006) | MDS (Oral Surgery)
Rajiv Gandhi University of Health Sciences,
Bangalore. |
|--|---|

[F. No. V-12017/2/2002-PMS (DE)]

RAJ SINGH, Under Secy.

नई दिल्ली, 24 मई, 2007

का.आ. 1629.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-I में एतद्वारा निम्नलिखित संशोधन करती है; अर्थात् :—

2. अनुसूची के भाग-I क्रम सं. 64 और इससे संबंधित प्रविष्टियों के बाद निम्नलिखित क्रमांक और प्रविष्टियां रखी जाएंगी, नामतः :—

“65 एसआरएम इंस्टीट्यूट ऑफ साइंस एण्ड टेक्नोलॉजी (सम विश्वविद्यालय), चेन्नई	1. एसआरएम डेंटल कालेज, चेन्नई	बीडीएस
	(i) बैचलर ऑफ डेंटल सर्जरी (यदि 06-09-2006 को अथवा उसके बाद प्रदान की गई हो)	एसआरएम इंस्टीट्यूट ऑफ साइंस एण्ड टेक्नोलॉजी (सम विश्वविद्यालय), चेन्नई”

[फा. सं. वी-12018/4/2007-डीई]

राज सिंह, अवर सचिव

New Delhi, the 24th May, 2007

S.O. 1629.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In part-I of the Schedule, after serial No. 64, and the entries relating thereto, the following serial number and entries shall be inserted, namely :—

"65 SRM Institute of Sciences & Technology (Deemed University), Chennai	1. SRM Dental College, Chennai (i) Bachelor of Dental Surgery (When granted on or after 6-9-2006)	BDS SRM Institute of Sciences & Technology (Deemed University), Chennai
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[F.No.V-12018/4/2007-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 29 मई, 2007

का.आ. 1630.—केन्द्रीय सरकार दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-III में एतद्वारा निम्नलिखित संशोधन करती है; अर्थात् :—

2. भारत सरकार की दिनांक 23 अगस्त, 2005 की समसंख्यक अधिसूचना में आंशिक संशोधन करते हुए दन्त चिकित्सा अधिनियम 1948 (1948 का 16) की अनुसूची के भाग-III में क्रम संख्या 87 के सामने स्तंभ 2 की मौजूदा प्रविष्टियों को एतद्वारा निम्नवत किया जाता है :—

"भारतीय विश्वविद्यालयों के एमडीएस (बाल दंत चिकित्सा) के समकक्ष
एक अतिरिक्त अर्हता के रूप में मास्टर आफ डेंटल साइंस (बाल दंत चिकित्सा)
(यदि 1-1-2000 को अथवा उसके बाद प्रदान की गई हो)"

[फा. सं. वी-12018/10/2005-पीएमएस/डीई]

राज सिंह, अवर सचिव

New Delhi, the 29th May, 2007

S.O. 1630.—In exercise of the powers conferred by clause (b) sub-section (4) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following further amendments in Part-III of the Schedule to the said Act, namely :—

In partial modification of Government of India's Notification of even number dated 23rd August, 2005, the existing entries of column 2 against serial number 87 in part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) is hereby amended as under :—

"Master of Dental Science (Paediatric Dentistry) as an additional qualification equivalent to MDS (Paediatric Dentistry of Indian Universities.

(When granted on or after 1-1-2000)."

[F.No.V-12018/10/2005-PMS/DE]

RAJ SINGH, Under Secy.

विदेश मंत्रालय

नई दिल्ली, 19 अप्रैल, 2007

का.आ. 1631.—सार्वजनिक परिसर (अप्राधिकृत दखलकारों की बेदखली) अधिनियम, 1971 (1972 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा विदेश मंत्रालय के राजपत्रित अधिकारी श्री राजेश कपूर, अवर सचिव को उक्त धारा के प्रयोजन हेतु राष्ट्रीय राजधानी क्षेत्र दिल्ली में विदेश मंत्रालय के नियंत्रणाधीन परिसरों के संबंध में सम्पदा अधिकारी के रूप में कार्य करने के लिए नियुक्त करती है, जो प्रदत्त शक्तियों का प्रयोग करेंगे और राष्ट्रीय राजधानी क्षेत्र दिल्ली में सार्वजनिक परिसरों के संबंध में अपने क्षेत्राधिकार की स्थानीय सीमाओं के भीतर उक्त अधिनियम के अन्तर्गत या द्वारा सुपुर्द किए गए सम्पदा अधिकारी के कार्यों का निष्पादन करेंगे।

[सं. क्यू/हाउसिंग/8600/17/05]

गौरी शंकर गुप्ता, संयुक्त सचिव (स्थापना)

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 19th April, 2007

S.O. 1631.—In exercise of the powers conferred by Section 3 of the public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1972), the Central Government hereby appoints Sh. Rajesh Kapoor, Under Secretary, being Gazetted Officer of the Ministry of External Affairs, to act as the Estate Officer in respect of the premises under the control of the Ministry of External Affairs in the National Capital Territory of Delhi for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under the said Act within the local limits of the jurisdiction in respect of the Public Premises in the National Capital Territory of Delhi.

[No. Q/Housing/8600/17/05]

GAURI SHANKAR GUPTA, Jt. Secy. (Establishment)

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

डाक जीवन बीमा निदेशालय

नई दिल्ली, 30 अप्रैल, 2007

का.आ. 1632.—राष्ट्रपति डाकघर बीमा निधि नियमावली के नियम 3 में निम्नलिखित संशोधन करते हैं।

2. एक व्यक्ति सभी डा. जी. बी. पालिसियों को मिलाकर अधिक से अधिक जितनी राशि का बीमा करवा सकता है उसकी सीमा 5 लाख ₹ से बढ़ाकर 10 लाख ₹ कर दी गई है।
3. एक एकल आजीवन बीमा या एक एकल बन्दोबस्ती बीमा पालिसी की अधिकतम सीमा भी पालिसी 5 लाख ₹ से बढ़ाकर 10 लाख ₹ कर दी गई है।
4. डाकघर बीमा निधि नियमावली के नियम 3 में और कोई संशोधन नहीं किया गया है।

[संख्या 25-3/2003-एलआई]

गौतम भट्टाचार्य, अपर महाप्रबंधक (डाक जीवन बीमा)

MINISTRY OF COMMUNICATIONS AND IT

(Department of Posts)

Directorate of PLI

New Delhi, the 30th April, 2007

S.O. 1632.—President is pleased to make the following amendment to Rule 3 of Post Office Insurance Fund Rules.

2. The maximum limit of sum assured of all PLI policies taken together by a person stands raised from Rs. 5 lacs to 10 lacs.
3. The maximum limit of a single 'Whole Life Assurance' or a single 'Endowment Assurance' Policy also stands enhanced from Rs. 5 lacs to 10 lacs.
4. There is no other amendment to Rule 3 of post Office Insurance Fund Rules.
5. Hindi version shall be issued separately.

[No. 25-03/2003-LI]

GAUTAM BHATTACHARYA, Addl. General Manager (PLI)

नई दिल्ली, 25 मई, 2007

का.आ. 1633.—राजभाषा नियम (संघ के शासकीय प्रयोजन के लिए प्रयोग), 1976 के नियम-10 के उप नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के जम्मू एवं कश्मीर सर्किल के अधीनस्थ कार्यालय कटरा, डाकघर को जिसके 80 प्रतिशत कर्मचारियों (युप 'घ' कर्मचारियों को छोड़कर (ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11017-1/2007-रा. भा.]

स. चक्रवर्ती, उप महानिदेशक (एम. एम. एवं रा. भा.)

New Delhi, the 25th May, 2007

S.O. 1633.—In pursuance of rule 10 (4) of the Official Language (use for official purposes of the Union) Rule 1976 the Central Government hereby notifies Post Office, Katra, under Jammu & Kashmir Circle and a subordinate offices of the Department of Posts where 80 percent staff has acquired the working knowledge of Hindi.

[No. 11017/1/2007-OL]

S. K. CHAKRABARTI, Dy. Director General (MM & OL)

नागर विमानन मंत्रालय

नई दिल्ली, 25 मई, 2007

का.आ. 1634.—पवन हंस हेलीकॉप्टर्स लिमिटेड के ज्ञापन तथा संगत अनुच्छेद 44 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति, श्री रवीन्द्र कुमार त्यागी को 18-5-2007 (पूर्वाह्न) से पाँच वर्ष की अवधि तक अथवा अपनी अधिवर्षिता की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, प्रतिनियुक्ति आधार पर अनुसूची "ख" के 25,750-650-30,950 रु. के वेतनमान में पवन हंस हेलीकॉप्टर्स लिमिटेड का अध्यक्ष एवं प्रबन्ध निदेशक नियुक्त करते हैं।

[सं. एवी. 30012/003/2007-वी.ई.]

के. के. पंत, अवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 25th May, 2007

S.O. 1634.—In exercise of the powers conferred by Article 44 of the Memorandum and Articles of Association of Pawan Hans Helicopters Limited, the President is pleased to appoint Shri Ravindra Kumar Tyagi as Chairman-cum-Managing Director, Pawan Hans Helicopters Limited in Schedule "B" scale of pay Rs. 25,750-650-30,950 for a period of five years with effect from 18-5-2007 (F/N) or till the date of his superannuation or until further orders, whichever event occurs the earliest.

[No. AV. 30012/003/2007-VE]

K. K. PANT, Under Secy.

सूचना एवं प्रसारण मंत्रालय

नई दिल्ली, 8 मई, 2007

का.आ. 1635.—इस मंत्रालय की दिनांक 4-2-2004 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार केंद्रीय फिल्म प्रमाणन बोर्ड के गुवाहाटी सलाहकार पैनल के सदस्यों के कार्यकाल की अवधि 4-2-2006 से 1-1-2007 तक बढ़ाती है।

[फा. सं. 809/8/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 8th May, 2007

S.O. 1635.—In continuation of this Ministry's notification of even number dated 4-2-2004 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to extend the term of the members of the Guwahati Advisory Panel of the Central Board of Film Certification for the period from 4-2-2006 to 1-1-2007.

[F.No. 809/8/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 8 मई, 2007

का.आ. 1636.—इस मंत्रालय की दिनांक 4-2-2004 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार केंद्रीय फिल्म प्रमाणन बोर्ड के कोलकाता सलाहकार पैनल के सदस्यों के कार्यकाल की अवधि 4-2-2006 से 7-1-2007 तक बढ़ाती है।

[फा. सं. 809/2/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 8th May, 2007

S.O. 1636.—In continuation of this Ministry's notification of even number dated 4-2-2004 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to extend the term of the members of the Kolkata Advisory Panel of the Central Board of Film Certification for the period from 4-2-2006 to 7-1-2007.

[F.No. 809/2/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 8 मई, 2007

का.अ. 1637.—इस मंत्रालय की दिनांक 15-2-2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार केंद्रीय फिल्म प्रमाणन बोर्ड के चैन्नई सलाहकार पैनल के सदस्यों के कार्यकाल की अवधि 5-2-2007 से 28-3-2007 तक बढ़ाती है।

[फा. सं. 809/4/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 8th May, 2007

S.O. 1637.—In continuation of this Ministry's notification of even number dated 5-2-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to extend the term of the members of the Chennai Advisory Panel of the Central Board of Film Certification for the period from 5-2-2007 to 28-3-2007.

[F. No. 809/4/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 8 मई, 2007

का.अ. 1638.—इस मंत्रालय की दिनांक 4-2-2004 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार केंद्रीय फिल्म प्रमाणन बोर्ड के कटक सलाहकार पैनल के सदस्यों के कार्यकाल की अवधि 4-2-2006 से 7-1-2007 तक बढ़ाती है।

[फा. सं. 809/6/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 8th May, 2007

S.O. 1638.—In continuation of this Ministry's notification of even number dated 4-2-2004 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to extend the term of the members of the Cuttack Advisory Panel of the Central Board of Film Certification for the period from 4-2-2006 to 7-1-2007.

[F. No. 809/6/2004-F(C)]

SANGEETA SINGH, Director (Films)

नवीन और नवीकरणीय ऊर्जा मंत्रालय

नई दिल्ली, 24 मई, 2007

का.अ. 1639.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजन के लिए प्रयोग), नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में नवीन और नवीकरणीय ऊर्जा मंत्रालय के प्रशासनिक नियंत्रणाधीन सौर ऊर्जा केन्द्र, ग्वालपहाड़ी, गुडगांव, हरियाणा-122001 को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11011(1)/2002-हिंदी]

सुनिल खत्री, संयुक्त सचिव

MINISTRY OF NEW AND RENEWABLE ENERGY

New Delhi, the 24th May, 2007

S.O. 1639.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rule 1976, the Central Government hereby notifies Solar Energy Centre, Gwalpahari, Gurgaon, Haryana-122001 under the administrative control of Ministry of New and Renewable Energy, whereof more than 80 % staff have acquired the working knowledge of Hindi.

[No. 11011(1)/2002-Hindi]

SUNIL KHATRI, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 5 अप्रैल, 2007

का.आ. 1640.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जनता प्लास्टर इंडस्ट्रीज, 10, इंडस्ट्रियल एरिया, बसनी रोड, नागौर-341 001, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एम डब्ल्यू बी-जे 30 टी" शृंखला के एनलॉग सूचन सहित अस्वचालित तोलन उपकरण (मैकेनिकल वेब्रिज स्टीलयार्ड प्रकार) के मॉडल का, जिसके ब्रांड का नाम "जनता" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/68 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक कम्पाउंड लिवर के सिद्धांत पर आधारित (अस्वचालित मैकेनिकल वेब्रिज स्टील यार्ड प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यावकलनात्मक धारित आधेयतुलन प्रभाव है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(221)/2006]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)**

New Delhi, the 5th April, 2007

S.O. 1640.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (mechanical weighbridge-steelyard type) with analogue indication of "MWB-J30T" series belonging to medium accuracy (Accuracy class III) of "JANTA" (hereinafter referred to as the said Model), manufactured by M/s. Janta Plaster Industries, 10, Industrial Area, Basni Road, Nagaur—341 001, Rajasthan and which is assigned the approval mark IND/09/07/68 ;



JANTA
Max. 30 Tonne.
e. 5Kg.
Min. 100Kg.



The said Model is a non-automatic weighing instrument (mechanical weighbridge-steelyard type) based on the principles of compound lever with a maximum capacity of 30 tonne and minimum capacity of 100kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 percent subtractive retained tare effect.

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

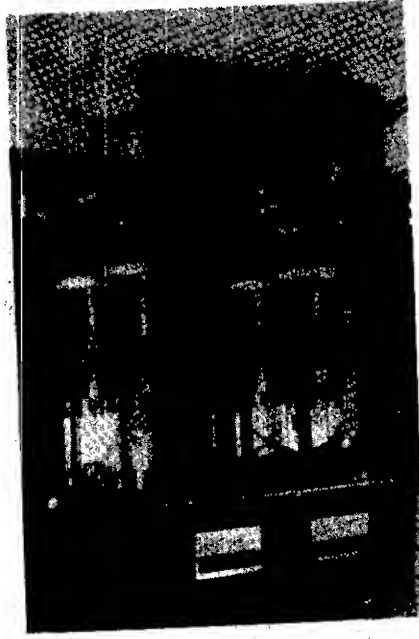
[F. No. WM-21(221)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1641.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स माउंट पैकेजिंग मशीनरी प्रा. लि., महात्मा ज्योतिराव फूले मार्ग, धाज इण्डस्ट्रीयल एस्टेट, एस. संख्या 14, शेड नं. एचआईजे, नेदिद फटा, पुणे-41, महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता वर्ग, x(1) है, वाले 'सी एस डब्ल्यू-20' शृंखला के स्वचालित ग्रेविमेट्रिक भरण उपकरण (वे भरण) के मॉडल का, जिसके ब्राण्ड का नाम 'माउंट' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/22 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का भार सैल आधारित स्वचालित ग्रेविमेट्रिक भरण (वे भरण) उपकरण है। इसकी अधिकतम क्षमता 30 किलोग्राम है। इसका अधिकतम भरण दर 6 भरण प्रति मिनट है। मशीन को पेस्ट, पेंट, मोबिल आयल, इंजिन आयल, और अन्य चिकनाई युक्त तरलों आदि जैसे फ्री फ्लोबिंग तरल उत्पादों को भरने के लिए डिजाइन किया गया है।

स्टाम्पिंग प्लेट को शील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा और मॉडल को बिक्री के पूर्व या उपरांत इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वकिंग सिद्धान्त आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित 4 किलोग्राम से 50 किलोग्राम की रेंज की क्षमता के साथ उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे।

[फा. सं. डब्ल्यू एम-21(169)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th April, 2007

S.O. 1641.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Gravimetric Filling Instrument (Weigh filler) belonging to accuracy class X(1) of 'CSW-20' series with brand name "MOUNT" (herein referred to as the said Model), manufactured by M/s. Mount Packaging Machinery Pvt. Ltd., Mahatma Jyotirao Phule Marg, Dhadge Ind Estate, S. No. 14, Shed No. H II, Nanded Phata, Pune-41, Maharashtra and which is assigned the approval mark IND/09/07/221;



The said model is a strain gauge type load cell based Automatic Gravimetric Filling Instrument (Weigh filler). Its maximum capacity is 50kg. Its maximum fill rate is 6 fills per minute. The machine is designed for filling the free flowing liquid products like paste, paint, mobile oil, engine oil and other viscous liquids etc.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc before or after sale.

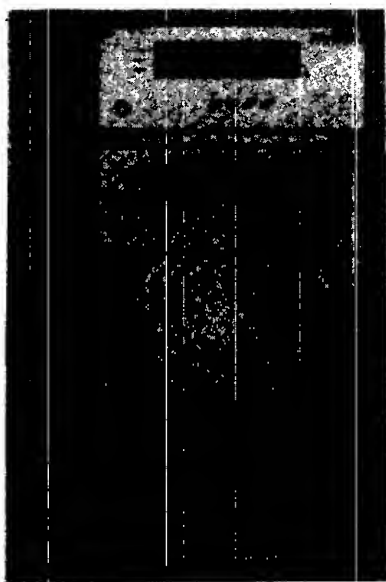
Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity in the range of 4kg to 50kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(169)/2006]
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 25 अप्रैल, 2007

का.आ. 1642.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सेंसर एंड सिस्टम, नं. 3, पंचदीप लेआउट, जय प्रकाश नगर, खामला, नागपुर-440025, महाराष्ट्र द्वारा विनिर्मित यथार्थता वर्ग 1 वाले "ई आर एल" शृंखला के अंकक सूचन सहित स्वचालित रेल वेब्रिज प्रकार के मॉडल का, जिसके ब्राण्ड का नाम "ई एल-वेब्र" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/487 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



उक्त मॉडल यथार्थता वर्ग 1 वाले अंकक सूचन सहित इन मोशन स्वचालित रेल वेब्रिज भार सेल आधारित है। इसकी अधिकतम क्षमता 120 टन है और न्यूनतम क्षमता 1 टन है। सत्यापन मापमान अंतराल (ई) 100 कि. ग्रा. है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। स्पटॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 200 कि. ग्रा. या उससे कम के 'डी' मान के लिए 250 से 1250 के बीच में मापमान अंतराल 'डी' की संख्या सहित 300 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 , 5×10^6 , के हैं जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(72)/2006]

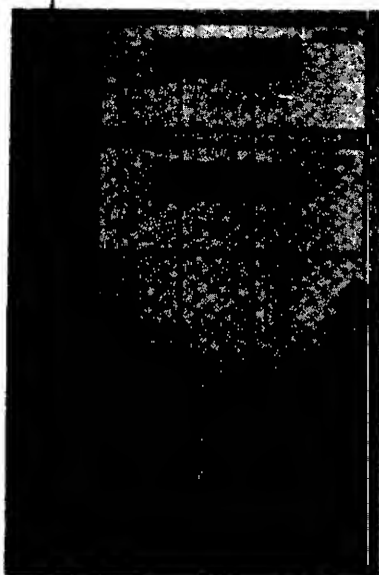
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th April, 2007

S.O. 1642.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Rail Weighbridge Type with digital indication belonging to accuracy class-1 of series "ERL" and brand name "EL-WEIGH" (herein referred to as the said Model), manufactured by M/s. Senors & Systems, No. 3, Panchdeep Layout, Jaiprakash Nagar, Khamala, Nagpur-440025, Maharashtra and with is assigned the approval mark IND/09/06/487;

The model is a load cell based in-motion Automatic Rail Weighbridge with digital indication belonging to accuracy class-1. Its maximum capacity is 120 tonne and minimum capacity is 1 tonne. The verification scale interval is 100kg. The light emitting diode (LED) display indicates the weighing result. In addition to sealing the stamping plate, sealing shall also be done to prevent to opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc before or after sale.



Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series and with maximum capacity up to 300 tonne and with the scale interval 'd' value of 200 kg. or less and having number of scale intervals "d" between 250 and 1250 and with 'd' value 1×10^k , 2×10^k or 5×10^k , where k being positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

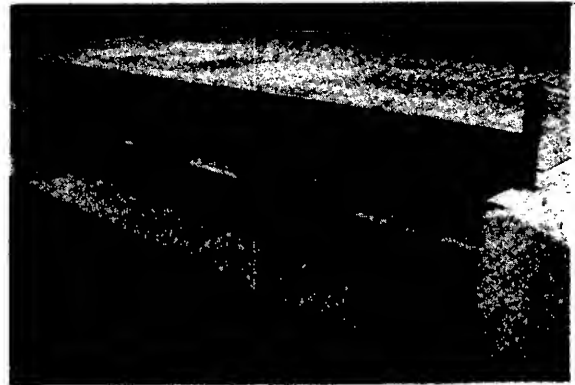
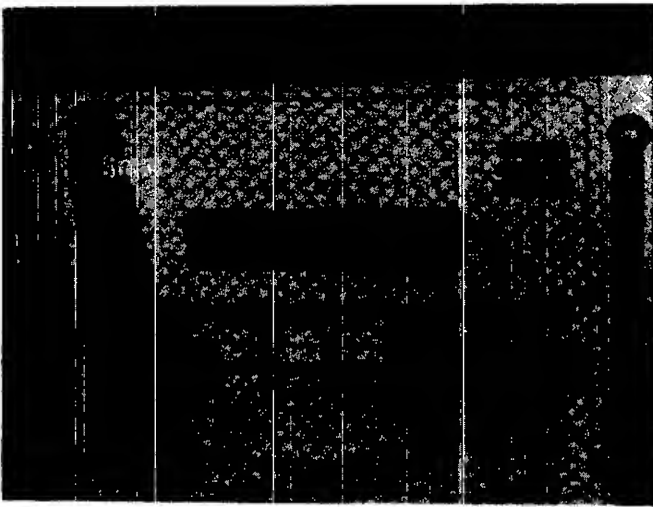
[F. No. WM-21(72)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 22 मई, 2007

का.आ. 1643.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डिवाइस कॉन रिसर्च सेन्टर, बरदोलोई नगर, तिनसुखिया, असम-786125 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “डीसीआरसी-1” श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम “स्मार्ट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/63 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 40,000 कि. ग्रा. है और न्यूनतम क्षमता 200 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्याकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है और मॉडल को भारम में बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम कार्यकारी सिद्धांत आदि की शर्तों पर परिवर्तित या किसी अन्य प्रकार का परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 100 टन की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(196)/2006]

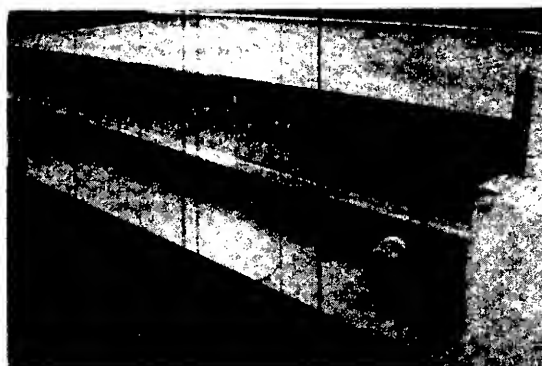
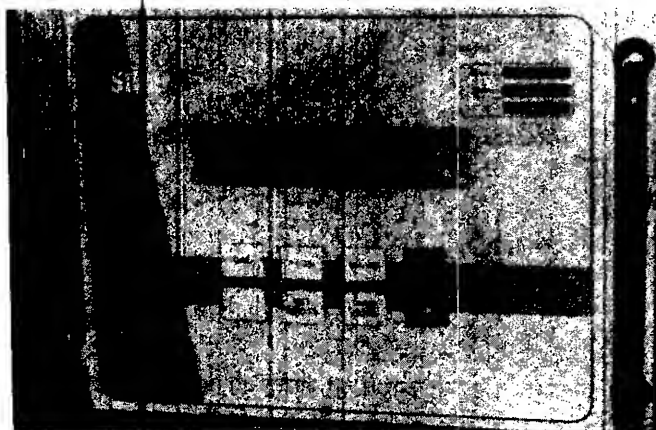
आर. माधुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd May, 2007

S.O. 1643.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (weighbridge type) with digital indication of "DCRC-I" series of medium accuracy (Accuracy class III) and with brand name "SMART" (herein referred to as the said model), manufactured by M/s. Device Con Research Centre, Bordoloi Nagar, Tinsukia, Assam-786125 and which is assigned the approval mark IND/09/07/63 ;

The said model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 40000 kg. and minimum capacity of 200 kg. The verification scale interval (e) is 10kg. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply. In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc before or after sale ;



Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity above 5 tonne and upto 100 tonne with verification scale interval 'n' in the range of 500 to 10000 for 'e' value of 5kg or more and with 'e' value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the said approved model has been manufactured.

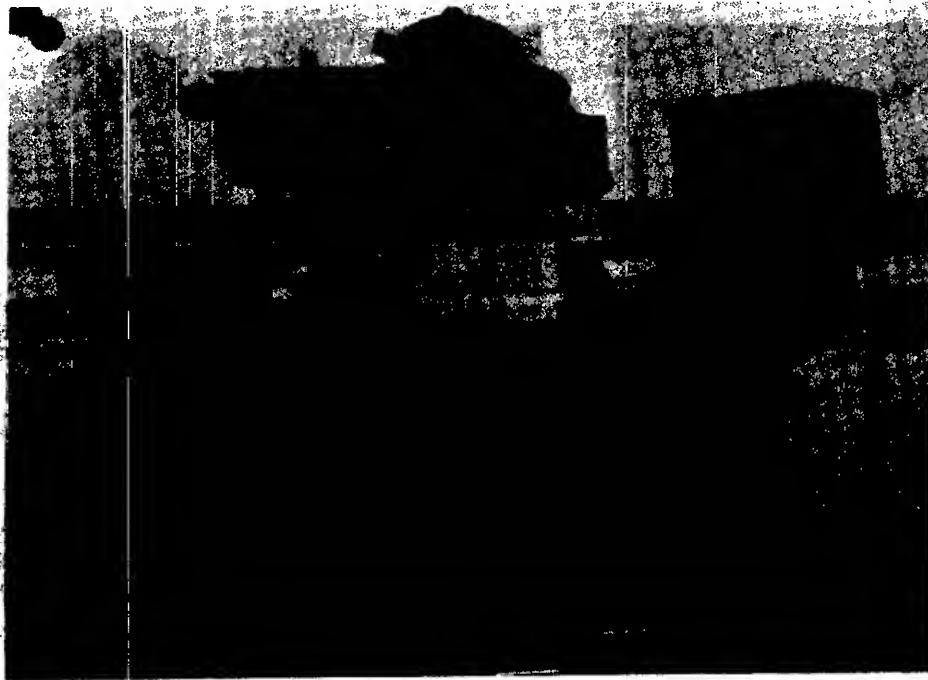
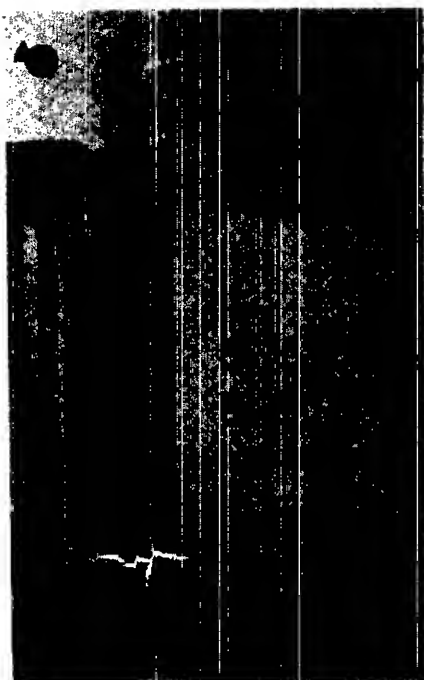
[F. No. WM-21(196)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 24 मई, 2007

का.आ. 1644.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एडपरो ऑटोमेशन प्राइवेट लिमिटेड, नं. 7, 9 वां क्रॉस, गणपती नगर, राजगोपाल नगर, मैन रोड, पिनिया थर्ड फेज, बंगलूर-560058, कर्नाटक द्वारा “एडीएम-बीडब्ल्यू” शृंखला के अस्वचालित तोलन उपकरण (टैंक/सिलो/हापर) के मॉडल का जिसके ब्राड का नाम “एडपरो” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/289 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सैल आधारित अस्वचालित (टैंक/सिलो/हापर प्रकार का तोलन उपकरण है। यह मध्यम यथार्थता (यथार्थता वर्ग III) से संबंधित है और इसकी अधिकतम क्षमता 3000 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 500 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यावकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक ई मान के लिए 100 से 10,000 तक की रेंज में सत्यापन अन्तराल (एन) और 5 ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि. ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

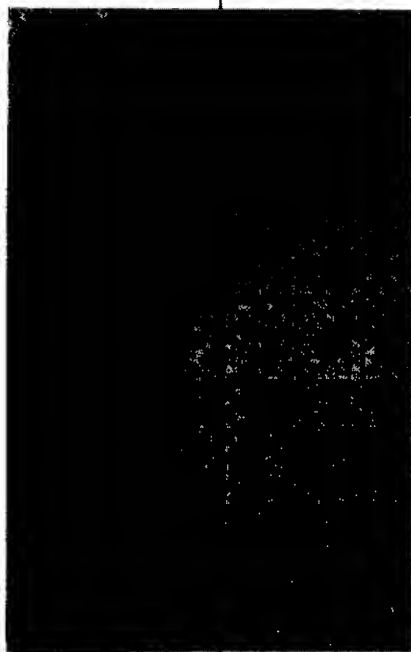
[फा. सं. डब्ल्यू एम-21(93)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th May, 2007

S.O. 1644.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (tank/silo/hopper type) having "ADS-BW" series and with brand name "ADPRO" (hereinafter referred to as the said model), manufactured by M/s. Adpro Automation Private Limited, No. 7, 9th Cross, Ganapathi Nagar, Rajgopal Nagar, Main Road, Peenya 3rd Phase, Bangalore-560058, Karnataka and which is assigned the approval mark IND/09/06/289;



The said model (see the figure given below) is a loadcell based non-automatic weighing instrument (tank/silo/hopper type) with a maximum capacity of 3000 kg belonging to medium accuracy (Accuracy class III). The verification scale interval (e) is 500g. The light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50-hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity above 50 kg and up to 5000 kg and with number of verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more with 'e' value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model have been manufactured.

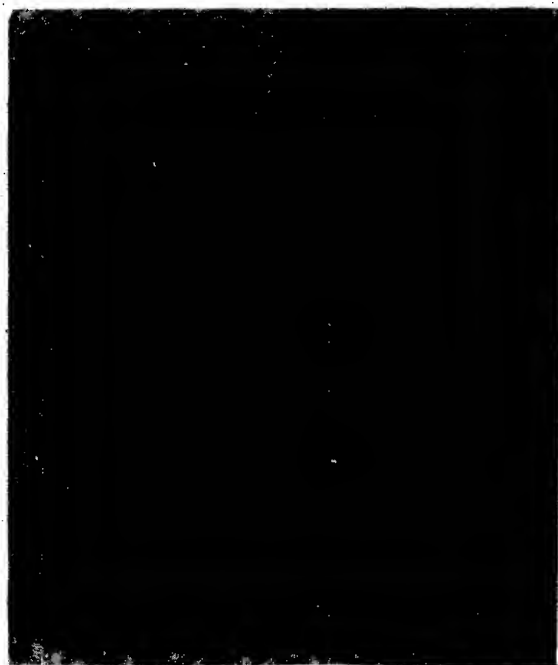
[F. No. WM-21(93)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 24 मई, 2007

का.आ. 1645.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एडपरो ऑटोमेशन प्राइवेट लिमिटेड, नं. 7, 9 वां क्रॉस, गणपती नगर, राजगोपाल नगर, मैन रोड, पिनिया थर्ड फेज, बंगलौर-560058, कर्नाटक द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) “एडीएस-इएमके” श्रृंखला के अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार के लिए कन्वर्शन किट) के मॉडल का, जिसके ब्रांड का नाम “एडपरो” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/290 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यावकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टायिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक ई मान के लिए 100 से 10,000 तक की रेंज में सत्यापन अन्तराल (एन) और 5 ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

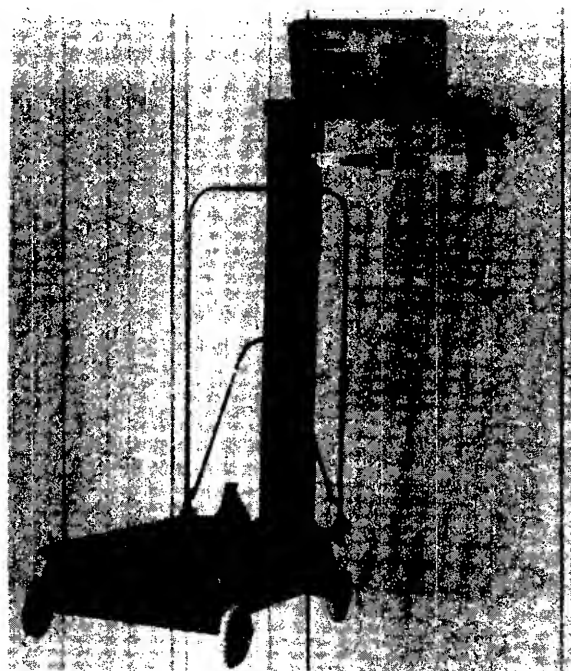
[फा. सं. डब्ल्यू एम-21(93)/2006]

आर. माधुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th May, 2007

S.O. 1645.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Conversion kit for Platform) with “ADS-EMK” series belonging to medium accuracy (Accuracy class III) and with brand name “ADPRO” (herein referred to as the said model), manufactured by M/s. Adpro Automation Private Limited, No. 7, 9th Cross, Ganapathi Nagar, Rajgopal Nagar, Main Road, Peenya 3rd Phase, Bangalore-560058, and which is assigned the approval mark IND/09/06/290 ;



The said model (see the figure given below) is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000 kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50-hertz alternate current power supply.

In addition to sealing the stamping plate, sealing is done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity above 50 kg and up to 5000 kg and with number of verification scale interval (n) in the range of 100 to 10,000 for ‘e’ value of 100 mg to 2g and with number of verification scale interval (n) in the range of 500 to 10000 for ‘e’ value of 5g or more and with ‘e’ value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(93)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 1 जून, 2007

का.आ. 1646.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1658:2006, फाइबर हार्डबोर्ड—विशिष्ट	आईएस 1658:1977	1-6-2007

इन भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 1st June, 2007

S.O. 1646.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the new Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1658:2006 Fibre Hardboards-Specification	IS 1658:1977	1 June, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. CED/Gazette]

A.K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 4 जून, 2007

का.आ. 1647.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानकों (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3315:1994 वाष्पशील वायु शीतलन यंत्र (डजर्ट कूलर)—विशिष्ट (दूसरा पुनरीक्षण)	संशोधन न. 2, मार्च, 2007	9 मई, 2007

(1)	(2)	(3)	(4)
2.	आईएस 7285:1995 (भाग 2): 2004 फिर से भरे जा सकने वाले जोड़ रहित इस्पात के गैस सिलिंडर-विशिष्टि : भाग 2 1100 एमपीए (112 केजीएफ/वर्ग एमएम) से कम की नन्यता सामर्थ्य वाले इस्पात के क्वैचड और टैम्पर सिलेंडर (तीसरा पुनरीक्षण)	संशोधन न. 1, मार्च, 2007	18 मई, 2007

इस संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एम.ई.डी./जी-2:1]

सी. के. वेदा, वैज्ञानिक 'एफ' एवं प्रमुख (यांत्रिक इंजीनियरी)

New Delhi, the 4th June, 2007

S.O. 1647.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3315 : 1994 Evaporative air coolers (Desert Coolers)—Specification (Second Revision)	Amendment No. 2 March, 2007	9 May, 2007
2.	IS 7285 : 1995 (Part 2) : 2004 Refillable seamless steel gas cylinders—Specification Part 2 Quenched and tempered steel cylinders with tensile strength less than 1100MPa (112 kgf/mm ²) (Third Revision)	Amendment No. 1 March, 2007	18 May, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. MED/G-2:1]

C. K. VEDA, Sc. 'F' & Head (Mechanical Engg.)

नई दिल्ली, 4 जून, 2007

का.आ. 1648.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को उनके आगे दर्शाई गई तिथि से रद्द कर दिया गया है :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम संबद्ध भारतीय मानक सहित	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	1585669	गोविंदसन फ्लैशलाइट इण्डस्ट्रीज प्रा. लि., प्लॉट सं. 40-49, एम आई डी सी, सातपुर इण्डस्ट्रीयल इस्टेट, नासिक-422007	2083 : 1991 फ्लैश लाइट	2-4-2007

(1)	(2)	(3)	(4)	(5)
2.	7339276	कॅनम स्विचगियर प्रा. लि., 51, सुयोग इण्डस्ट्रीयल इस्टेट, विक्रोली (पश्चिम), मुंबई-400083	1293 : 1988 250 वोल्ट और रेटित धारिता 16 एम्पीयर्स तक के प्लग और सॉकेट आउटलेट्स	05-04-2007
3.	7172064	एलकॉन इलेक्ट्रीक इण्डस्ट्रीज, शुक्ला इण्डस्ट्रीयल इस्टेट, अजीत ग्लास के सामने, एस वी रोड, जोगेश्वरी (पश्चिम) मुंबई-400 083	3854 : 1997 घरेलू और समान प्रयोजनों के लिए स्विचेस	10-4-2007
4.	7050252	धरम इण्डस्ट्रीज, 244-ई मुंबई टॉकीज कंपाउंड, एस वी रोड, मलाड (पश्चिम), मुंबई-400064	1293 : 1988 250 वोल्ट और रेटित धारिता 16 एम्पीयर्स तक के प्लग और सॉकेट आउटलेट्स	23-4-2007
5.	7339377	कॅनम स्विचगियर प्रा. लि., 51, सुयोग इण्डस्ट्रीयल इस्टेट, विक्रोली (पश्चिम), मुंबई-400083	3854 : 1997 घरेलू और समान प्रयोजनों के लिए स्विचेस	02-04-2007
6.	7318470	एलकॉन इलेक्ट्रीक इण्डस्ट्रीज, शुक्ला इण्डस्ट्रीयल इस्टेट, अजीत ग्लास के सामने, एस वी रोड, जोगेश्वरी (पश्चिम), मुंबई-400083	1293 : 1988 250 वोल्ट और रेटित धारिता 16 एम्पीयर्स तक के प्लग और सॉकेट आउटलेट्स	10-4-2007
7.	7050151	धरम इण्डस्ट्रीज, 244-ई मुंबई टॉकीज कंपाउंड, एस वी रोड, मालाड (पश्चिम), मुंबई-400064	3854 : 1997 घरेलू और समान प्रयोजनों के लिए स्विचेस	23-04-2007

[सं. केप्रवि/13:13]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 4th June, 2007

S.O. 1648.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No.	Name and Address of the licensee	Article/Process with relevant Indian Standard covered by the licence cancelled	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	1685669	Govindsons Flashlight Inds. Pvt. Ltd., Plot No. 40-49, MIDC, Satpur Indl. Estate, Nashik-422007	2083: 1991 Flash Light	02-04-2007
2.	7339276	Canam Switchgear P. Ltd., 51 Suyog Indl. Estate, Vikhroli Vikhroli (West) Mumbai- 400083	1293: 1988 Plugs and socket outlets of 250 volts and rated current up to 16 amperes	05-04-2007

(1)	(2)	(3)	(4)	(5)
3.	7172064	Elcon Electric Industries Shukla Industrial Estate, Opp Ajit glass S. V. Road, Jogeshwari (West) Mumbai-400102	3854: 1997 Switches for domestic and similar purposes	10-04-2007
4.	7050252	Dharam Industries, 244-E Bombay Talkies Compound, S. V. Road, Malad (West) Mumbai-400064	1293: 1988 Plugs and socket outlets of 250 volts and rated current up to 16 amperes	23-04-2007
5.	7339377	Canam Switchgears Pvt. Ltd., 51, Suyog Indl Estate, Vikhroli (West) Mumbai-400083	3854: 1997 Switches for domestic and similar purposes	02-04-2007
6.	7318470	Elcon Electric Industries, Shukla Industrial Estate, Opp Ajit Glass S. V. Road, Jogeshwari (West) Mumbai-400102	1293: 1988 Plugs and socket outlets of 250 Volts and rated current up to 16 amperes	10-4-2007
7.	7050151	Dharam Industries 244-E Bombay Talkies Compound, S. V. Road, Malad (West) Mumbai-400064	3854: 1997 Switches for domestic and similar purposes	23-04-2007

[No. CMD/13:13]

A. K. TALWAR, DDGM

नई दिल्ली, 4 जून, 2007

क्र.आ. 1649.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम (4) के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेन्सों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस सं.	चालू तिथि	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
(1)	(2)	(3)	(4)	(5)
अप्रैल 2007				
1.	8807894	04-04-2007	मैसर्स श्री शिव शक्ति एण्टरप्राइजेज, एफ-10, 11 डी सैन्टर रीको वनस्थली विद्यापीठ रोड, निवाई, जिला-टोंक	14151 (भाग 2) : 1999 क्यू सी पी ई पाईप्स
2.	8806791	04-04-2007	मैसर्स नाटाणी रोलिंग मिल्स (प्रा.) लि., एफ-694, रोड नं. 9 एफ 2, विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-302013	2062 : 1999 स्टील फॉर जनरल स्ट्रक्चरल परपज
3.	8806690	05-04-2007	मैसर्स मंगल मणी ज्वैलर्स, 186, बडा बाजार, उदयपुर-313001	1417 : 1999 स्वर्णामूषणों की हॉलमार्किंग
4.	8807995	09-04-2007	मैसर्स अनिल बायर्स एण्ड केबल्स 12ए, सौखिया फार्म हाउस, रोड नं. 9 एफ 2 के पीछे, विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-302013	398 (भाग 2) : 1996 ए सी एस आर

(1)	(2)	(3)	(4)	(5)
5.	8808088	04-04-2007	मैसर्स जे. के. इण्डस्ट्रीज लिमिटेड, कांकरोली टायर प्लांट, जे के ग्राम कांकरोली, राजसमंद-313342	15633 : 2005 न्यूमेटिक टायर्स फॉर पैसंजर कार व्हीकल्स
6.	8810277	18-04-2007	मैसर्स शुभम प्रोडक्ट्स, जे-47, रीको औद्योगिक क्षेत्र सरदना, जिला-पाली	14543 : 2004 बोतलबन्द पीने का पानी
7.	8808795	12-04-2007	मैसर्स ईश्वर मेटल इण्डस्ट्रीज, एफ-79 बी, रोड नं. 6, विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-302013	398 (भाग 2) : 1996 ए सी एस आर
8.	8809595	12-04-2007	मैसर्स चेतन केबलट्रोनिक्स प्रा. लि., ई-445-446, चौपांकी औद्योगिक क्षेत्र, (भिवाडी के पास), अलवर	694 : 1990 पीवीसी इन्सुलेटेड केबल्स
9.	8811582	23-04-2007	मैसर्स ओरिनेट केबल्स (इण्डिया) प्रा. लि., ए-784, औद्योगिक क्षेत्र, फेज-2, भिवाडी, जिला-अलवर	694 : 1990 पीवीसी इन्सुलेटेड केबल्स
10.	8811481	23-04-2007	मैसर्स ओरिनेट केबल्स (इण्डिया) प्रा. लि., ए-784, औद्योगिक क्षेत्र, फेज-2, भिवाडी, जिला-अलवर	1554 (भाग 1) : 1998 पीवीसी इन्सुलेटेड (एचडी) केबल्स
11.	8810782	20-04-2007	मैसर्स श्री राधिका बेवरेजेस, आदर्श विद्या मन्दिर स्कूल के पास गडसिसर रोड, गंगाशहर, बीकानेर	14543 : 2004 बोतलबन्द पीने का पानी
12.	8811683	20-04-2007	मैसर्स राम सन्स, सी-29, औद्योगिक सम्पदा, 22 गोदाम, जयपुर-302006	7098 (भाग 1) : 1998 क्रासलिकव्ड पोलीथीन इन्सुलेटेड पीवीसी केबल्स

[सं. सीएमडी/13:11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 4th June, 2007

S.O. 1649.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Operative Date	Name and Address of the licensee	Article/Process Covered by the the licences and the relevant IS : Designation
(1)	(2)	(3)	(4)	(5)
1.	8807894	04-04-2007	Shree Shiv Shakti Enterprises F-10, 11 D Centre RIICO Vanasthali Vidyapeeth Road, Newai, Distt. Tonk	14151 (Part 2) : 1999 QCPE Pipes
2.	8806791	04-04-2007	Natani Rolling Mills (P) Ltd., F-694, Road No. 9F 2, Vishwakarma Industrial Area, Jaipur-302013	2062 : 1999 Steel for General Structural Purposes

(1)	(2)	(3)	(4)	(5)
3.	8806690	05-04-2007	Mangal Mani Jewellers 186, Bada Bazar, Udaipur-313001	1417: 1999 Hallmarking of Gold Jewellery
4.	8807995	09-04-2007	Anil Wires and Cables 12A, Sonkhiya Farm House Behind Road No 9F2, Vishwakarma Industrial Area, Jaipur-302013	398 (Part 2): 1996 ACSR
5.	8808088	04-04-2007	J. K. Industries Ltd., Kankroli Tyre Plant, Jaykaygram Kankroli, Rajsamand-313342	15633: 2005 Phenumatic Tyres for Passenger Car Vehicles
6.	8810277	18-04-2007	Subham Products J-47, RIICO Industrial Area, Saradana, Distt. Pali	14543: 2004 Packaged Drinking Water
7.	8808795	12-04-2007	Ishwar Metal Industries F-79B, Road No. 6, Vishwakarma Industrial Area, Jaipur-302013	398 (Part 2): 1996 ACSR
8.	8809595	12-04-2007	Chetan Cabletronics (P) Ltd., E-445-446, Chopanki Industrial Area, (Near Bhiwadi) Alwar	694: 1990 PVC Insulated Cables
9.	8811582	23-04-2007	Ornet Cables (India) Pvt. Ltd. A-784, Industrial Area, Bhiwadi, Phase II, Alwar	694: 1990 PVC Insulated Cables
10.	8811481	23-04-2007	Ornet Cables (India) Pvt. Ltd. A-784, Industrial Area, Bhiwadi, Phase II, Alwar	1554 (Part 1): 1988 PVC Insulated (HD) Cables
11.	8810782	20-04-2007	Shree Radhika Beverages, Near Adarsh Vidya Mandir School, Gharsisar Road, Gangashahar, Bikaner	14543: 2004 Packaged Drinking Water
12.	8811683	20-04-2007	Ram Sons, C-29, Industrial Estate, 22 Godam, Jaipur-302006	7098 (Part 1): 1988 Crosslinked Polyethylene Insulated PVC Cables

[No. CMD/13/11]

A. K. TALWAR, Dy. Director General (M&SS)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 30 मई, 2007

का.आ. 1650.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को, जिनके 80 या अधिक प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड

1. साप्ताक्रूज विमानन सेवा सुविधा
साप्ताक्रूज एयरपोर्ट
मुंबई-400099
2. गोवा एलपीजी क्षेत्रीय कार्यालय, एचपीसीएल
पोस्ट बॉक्स नं. 34
पोंडा, गोवा-403401.

3. जामनगर, टी.ओ.पी., एचपीसीएल
आरआरटीएफ एडमिन बिल्डिंग
रिलायंस इंडस्ट्रीज लिमिटेड, मोटी खावड़ी
जामनगर-361140
4. एच.पी.एच.एच.एच., भुज ए.एस.एफ.
पोस्ट बॉक्स नं. 61, भारतीय वायु सेना
भुज-370001
5. सुरत क्षेत्रीय कार्यालय-प्रत्यक्ष विक्रय
पोस्ट इच्छापुर,
सुरत-394510
6. नागपुर क्षेत्रीय कार्यालय-प्रत्यक्ष विक्रय
एचपीसीएल, पोस्ट बॉक्स नं. 08
दूसरा माला, ओरिएन्टल बिल्डिंग, एस.वी. पटेल मार्ग
नागपुर-440001

7. नागपुर एलपीजी क्षेत्रीय कार्यालय,
खापरी रेलवे स्टेशन के पास,
वर्धा रोड, नागपुर-441108
8. जबलपुर एलपीजी क्षेत्रीय कार्यालय,
औद्योगिक क्षेत्र मनेरी, जिला मण्डला (म.प्र.)
9. शिवडी वडाला संकुल,
फोर्ट रोड, शिवडी-400015
10. पिंपरी ल्यूब डिपो
प्लॉट नं. जे/पी-9, एमआईडीसी,
भोसरी, पुणे-411026
11. पुणे प्रत्यक्ष बिक्री क्षेत्रीय कार्यालय,
1, आर.बी.एम. मार्ग, पोस्ट बॉक्स नं. 90,
पुणे-411001
12. उदयपुर क्षेत्रीय कार्यालय,
50, सहेली नगर, न्यू पोलो ग्राउण्ड
उदयपुर-313001 (राजस्थान)
13. बिलासपुर आई.आर.डी.,
तार बाहर रेलवे फाटक,
बिलासपुर (छत्तीसगढ़)

इंडियन आयल कार्पोरेशन लिमिटेड

14. गुवाहाटी रिफाइनरी (आईओसीएल)
गुवाहाटी-781020
15. डिग्बोई रिफाइनरी, इंडियन आयल कार्पोरेशन लिमिटेड,
(असम आयल डिबोइन), डाकघर-डिग्बोई-786171
जिला तिनसुकिया (असम)

भारत पेट्रोलियम कार्पोरेशन लिमिटेड

16. प्रादेशिक कार्यालय (रिटेल) वाराणसी एवं मुगलसराय संस्थापन
भारत पेट्रोलियम कार्पोरेशन लिमिटेड,
ग्राम-सरेसर, पोस्ट-आलमपुर,
जिला चन्दौली-232101 (उ.प्र.)

गेल (इंडिया) लिमिटेड

17. डेसू टर्मिनल, गेल, दिल्ली।

इंजीनियर्स इंडिया लिमिटेड

18. क्षेत्रीय कार्यालय चेन्नई,
तालामुत्तु नटराजन बिल्डिंग, सी.एम.डी.ए टॉवर,
5वां तल (पश्चिम खण्ड)
गांधी इरविन सलाई इगमोर, चेन्नई-600008

[सं. 11011/1/2007 (हिन्दी)]

जानकी आहुजा, उप निदेशक (रा.भा.)

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 30th May, 2007

S.O. 1650.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1975, the Central Government hereby notifies the following offices of the public Sector undertakings under the administrative control of the Ministry of Petroleum & Natural Gas, in which the 80 or more per cent staff have acquired working knowledge of Hindi:—

Hindustan Petroleum Corporation Limited

1. Santacruz Airport Service Facility,
Santacruz Airport,
Mumbai-400099,
2. Goa LPG Regional Office, HPCL,

Post Box No. 34,
Ponda, Goa-403401

3. Jamnagar, TQP, HPCL
RRTF Admn. Building,
Reliance Industries Ltd., Moti Khawdi,
Jamnagar-361140
4. H.P. Aviation, Bhuj A.S.F.
Post Box No. 61, Indian Air Force
Bhuj-370001
5. Surat Regional Office-Direct Sales,
Post Ichchhapor, Surat-394510
6. Nagpur Regional Office-Direct Sales
HPCL, Post Box No. 08,
2nd Floor, Oriental Building, S.V. Patel Marg,
Nagpur-440001
7. Nagpur LPG Regional Office,
Near Khhapri Railway Station,
Vardha Road,
Nagpur-441108
8. Jabalpur LPG Regional Office,
Industrial Area Maneri,
District Mandla (M.P.)
9. Shivdi Wadala Sankul
Fort Road,
Shivdi-400015
10. Pimpri Lube Depot,
Plot No. J/P-9, MIDC,
Bhosri, Pune-411026

11. Pune Direct Sales Regional Office,
1, RBM Marg, Post Box No. 90,
Pune-411001
12. Udaypur Regional Office,
50, Saheli Nagar, New Polo Ground,
Udaypur-313001 (Rajasthan)
13. Bilaspur I.R.D.
Tar Bahar Railway Crossing,
Bilaspur (Chhattisgarh)

Indian Oil Corporation Limited

14. Guwahati Refinery (IOCL)
Guwahati-781020
15. Digboi Refinery,
Indian Oil Corporation Limited,
(Assam Oil Division),
Post Office-Digboi-786171
District Tinsukhia (Assam)

Bharat Petroleum Corporation Limited

16. State Office (Retail) Varanasi and Mughal Sarai Installation
Bharat Petroleum Corporation Limited
Village—Saresar, P.O.—Aalam Pur,
District Chandoli-232101 (Uttar Pradesh)

GAIL (India) Ltd.

17. DESU Terminal
GAIL, Delhi.

Engineers India Limited

18. Regional Office Chennai
Talamuttu Natrajan Building, CMDA Towar
5th Floor (West Wing)
Gandhi Erwin Salai Eggmor
Chennai-600008

[No. 11011/1/2007 (Hindi)]

JANKI AHUJA, Dy. Director (O.L.)

नई दिल्ली, 5 जून, 2007

का. आ. 1651.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 628 दिनांक 02 मार्च 2007 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील—नवांशहर, जिला—नवांशहर, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 21 अप्रैल 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से, केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर, इंडियन ऑयल कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : नवांशहर

जिला : नवांशहर

राज्य : पंजाब

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
खोजा	284	46	6	00	01	77
			7	00	02	28
			14	00	00	25
			15/1	00	09	86
			16/1	00	00	25
			74	00	01	77

[फा. सं. आर-25011/2/2007-ओ.आर.-I]

एस. के. चिटकारा, अव्वर सचिव

New Delhi, the 5th June, 2007

S. O. 1651.— Whereas by notification of the government of India in the ministry of petroleum and Natural gas, published in the Gazette of India vide number S.O. 628, dated 2nd March 2007, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil Nawanshahr, District Nawanshahr (Punjab).

And, whereas, the copies of the said Gazette notification were made available to the public on 21st April 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil: Nawanshahr

District: Nawanshahr

State: Punjab

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Khoja	284	46	6	00	01	77
			7	00	02	28
			14	00	00	25
			15/1	00	09	86
			16/1	00	00	25
			74	00	01	77

[F. No. R-25011/2/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 5 जून, 2007

का. आ. 1652.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 627 दिनांक 02 मार्च 2007 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी.) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील—फगवाड़ा, जिला—कपुरथला, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 21 अप्रैल 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से, केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर, इंडियन ऑयल कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : फगवाड़ा

जिला : कपुरथला

राज्य : पंजाब

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
खनगुड़ा	76		965/305	00	01	52
			306	00	03	81
			307	00	11	89
			308	00	08	09
			313	00	12	39
			314	00	07	84
			321	00	03	29
			322	00	12	39
			443	00	06	07
			444	00	12	39
			458	00	02	53
			463/1	00	00	76

New Delhi, the 5th June, 2007

S. O. 1652.—Whereas by notification of the government of India in the ministry of Petroleum and Natural gas, published in the Gazette of India vide number S.O. 627, dated 2nd March 2007, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil Phagwara, District Kapurthala (Punjab).

And, whereas, the copies of the said Gazette notification were made available to the public on 21st April 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil: Phagwara		District: Khapurthala		State: Punjab		
Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		Square Metre
				Hectare	Are	
1	2	3	4	5	6	7
Khangura	76	365/	305	00	01	52
			306	00	03	81
			307	00	11	89
			308	00	08	09
			313	00	12	39

1	2	3	4	5	6	7
Khangura	76	965/	314	00	07	84
			321	00	03	29
			322	00	12	39
			443	00	06	07
			444	00	12	39
			458	00	02	53
			463/1	00	00	76

[F. No. R-25011/2/2007-O.R.-I]

S.K. CHITKARA, Under Secy.

नई दिल्ली, 5 जून, 2007

का. आ. 1653.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 502 दिनांक 13 फरवरी 2007 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1982 (1982 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी.) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नामा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील—खन्ना, जिला—लुधियाना, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 04-25 अप्रैल 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से, केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर, इंडियन ऑयल कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : खन्ना

जिला : लुधियाना

राज्य :पंजाब

गांव का नाम		हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
					हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7	
इशानपुर	175		249	00	00	42	
			601/494	00	06	74	
			602/494	00	10	96	
			495/1	00	13	91	
			546	00	01	26	
			548	00	09	27	
			549	00	03	79	
			550	00	00	42	
			552	00	21	08	
रोहनु खुर्द	265		898/763	00	03	04	
			899/763	00	08	35	
			764	00	00	25	
			769	00	09	36	
			770	00	01	77	
			771	00	02	53	
			772	00	01	26	
			828/1	00	00	25	
			829	00	10	62	
			833	00	00	76	
			834	00	11	89	
			836	00	01	77	
			837	00	10	62	
			838	00	06	83	
रोहनु कला	264	32	1	00	03	04	
			10	00	11	38	
			11	00	11	13	
			20	00	11	38	
			21/1	00	11	13	
		33	1	00	09	11	
			10/8	00	00	51	
			10/9	00	05	56	
			11	00	07	08	
			20	00	05	56	
		34	21	00	02	02	
			5	00	00	25	
			6	00	00	51	
			15	00	02	78	
			16	00	05	56	
			25	00	09	11	

1	2	3	4	5	6	7
रोहनु कलां	264	51	5	00	11	13
			6	00	11	13
			15	00	11	13
			16/1	00	05	56
			16/2	00	04	30
			25	00	11	13
	52		1	00	00	25
	56		5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	11	13
			17	00	00	25
			24/1	00	01	52
			24/2	00	01	01
			25	00	09	11
	64		4	00	06	32
			5	00	04	81
			6	00	00	25
			7	00	12	14
			13	00	00	25
			14	00	12	14
			17	00	06	07
			18	00	06	07
			23	00	12	14
			24	00	00	25
	70		2	00	00	25
			3	00	12	14
			8	00	06	07
			9	00	06	07
			12	00	12	14
			19	00	11	89
			20	00	00	51
			21	00	09	11
			22	00	03	04
	75		6	00	02	02
			15	00	11	13
			16	00	10	88
			17	00	00	25
			24	00	06	07
			25	00	06	07
	76		1/1	00	05	31
			1/2	00	05	31
			10/1	00	07	59

1	2	3	4	5	6	7
रोहनु कला	264	76	10/2	00	00	25
			11/1	00	00	25
			4	00	12	14
			5/1	00	00	25
			7/2	00	11	38
			8/1	00	00	51
			13	00	09	36
			14	00	02	78
			18	00	12	14
			22	00	03	54
			23	00	08	60
		85	3	00	02	78
			317	00	05	31
			318	00	02	53
			320	00	04	30
			328	00	02	78
राजेवाल	263	4	3	00	00	25
			8	00	04	81
			9/1	00	06	83
			12/1	00	05	06
			12/2	00	02	28
			13/1	00	02	02
			13/2	00	00	25
			18/3	00	00	25
			19	00	10	62
			22/1	00	07	08
			22/2	00	04	05
		8	2/2	00	10	62
			9/1	00	11	13
			12	00	11	13
			19/1	00	11	13
			22	00	11	13
		12	2/1/1	00	06	32
			2/1/2	00	04	30
		15	9	00	11	13
			11	00	00	25
			12	00	11	13
			19	00	10	12
			20	00	01	01
			21/1/2	00	00	51
			21/2/2	00	03	04
			22	00	07	59
			1	00	06	58

1	2	3	4	5	6	7
राजेवाल	263	15	2	00	04	55
			9	00	02	02
			10	00	09	11
			11	00	10	62
			12	00	00	51
			20	00	11	13
			21	00	10	62
		21	1	00	01	77
			233	00	00	51
			426	00	03	54
फतेहपुर ढक	244	11	17	00	07	33
			24	00	11	13
		12	4	00	11	38
			7/1	00	05	82
			7/2	00	01	26
			8	00	01	01
			13/1	00	07	08
			13/2	00	00	51
			14/1	00	01	01
			14/2	00	00	25
			18	00	11	38
			23/1	00	08	35
			23/2	00	02	78
		23	3	00	11	13
			8/1	00	00	51
			8/2	00	04	30
			13	00	11	13
			18	00	11	13
			22	00	00	25
			23	00	11	13
		26	2	00	01	26
			3	00	07	08
			34	00	07	08
			38	00	05	56
कोटला ढक	245		58/2	00	02	78
			59/1	00	07	08
			60	00	07	08
			61	00	07	59
			62	00	08	09
			464/63	00	01	52
			64/1/1	00	03	54
			466/65	00	01	77
			467/65	00	01	77

1	2	3	4	5	6	7
कोटला ढक	245		66	00	04	05
			67	00	05	56
			76	00	01	77
			93	00	01	52
			483/117	00	07	84
			118	00	11	38
			484/119/1	00	00	76
			137	00	10	62
			138/2	00	01	52
			138/3	00	03	04
			140/1	00	03	29
			140/2	00	02	53
			141/2	00	00	76
			154	00	09	61
			155	00	00	51
			328	00	15	68
			329	00	00	25
			330	00	04	55
			331	00	06	58
			332	00	05	31
			333	00	03	81
			334/1/1	00	02	02
			334/1/2	00	03	04
			334/2	00	00	76
			335	00	02	53
			336	00	05	56
			356	00	00	51
			576/365	00	02	02
			518/366	00	09	36
			367	00	03	04
			368	00	08	09
			372	00	10	88
			373	00	11	38
			374	00	00	25
			578/391	00	11	38
			392	00	11	38
चकोही	235	18	18/2	00	07	08
			19/1	00	00	25
			22/2	00	05	56
			23/1	00	05	56
			2/1	00	00	25
			2/2	00	10	88
		33				

1	2	3	4	5	6	7
चकोही	235	33	3/1	00	00	25
			9/1	00	01	77
			9/2	00	11	63
			12/1	00	08	09
			12/2	00	00	25
			19/1	00	01	01
			19/2	00	08	60
			20/1	00	00	25
			21/2	00	00	76
			21/3	00	06	32
			22/1	00	04	05
			22/2	00	00	51
		38	1	00	11	38
			2/1	00	00	25
			10	00	11	38
			11	00	11	38
			20/1	00	02	02
			20/2	00	06	07
			21/1	00	01	26
		39	16/1	00	00	25
			16/2	00	01	26
			25	00	10	37
		49	5/1	00	02	02
			5/2	00	06	32
			6/1	00	00	25
			6/2	00	05	82
			7	00	04	30
			14/1	00	01	52
			14/2	00	09	86
			15/1	00	00	25
			17/1	00	02	02
			17/2	00	09	36
			23	00	07	33
			24/1	00	01	77
		55	3/1	00	10	88
			3/2	00	01	01
			8/1	00	06	07
			8/2	00	05	31
			9/2	00	00	25
			12	00	08	60
			13/1	00	03	04
			19	00	11	63
			21	00	01	52

1	2	3	4	5	6	7
चकोही	235	55	22	00	10	12
			26	00	00	25
		63	1	00	06	07
			2	00	05	06
			9/1	00	00	51
			9/2	00	04	55
			10	00	06	07
			11/1	00	00	51
			11/2	00	05	56
			12	00	05	06
			19	00	04	55
			20	00	06	58
			21/1	00	04	05
			21/2	00	00	25
			21/3	00	03	81
			22	00	03	54
		68	1/1	00	00	25
			1/2	00	08	09
			2	00	03	04
			9	00	03	04
			10/1	00	08	09
			10/2	00	00	25
			11	00	08	60
			12	00	02	53
			19	00	01	01
			20	00	04	55
			91	00	02	53
			92	00	04	30
			93	00	01	52
			420	00	02	78
			424	00	02	02
भमाघी	234	30	2	00	04	55
			9	00	11	38
			12/1	00	04	81
			12/2	00	05	56
			13/2	00	00	25
			18/2	00	05	56
			19	00	05	56
			22/4	00	00	25
			23/1	00	11	13
		47	3	00	11	38
			8	00	11	38
			13	00	10	62

1	2	3	4	5	6	7
भमाघी	234	47	14/1	00	01	01
			17/1	00	01	26
			17/2	00	03	81
			18/1	00	02	28
			18/2	00	03	04
			23	00	09	86
			24	00	01	52
		51	3	00	11	38
			8	00	10	37
			12	00	00	25
			13	00	11	13
			18/1	00	05	06
			19	00	04	55
			22/2	00	08	60
			23	00	00	25
			26	00	01	26
		68	2	00	09	61
			9	00	11	38
			11/2	00	00	25
			12	00	11	38
			19	00	06	07
			20/1	00	05	06
			21/1	00	00	51
			21/2	00	04	05
			21/3	00	05	31
			22/1	00	00	51
			26	00	00	76
		71	1	00	11	38
			10/1	00	00	25
			10/2	00	11	13
			11/1	00	03	54
			11/2	00	04	05
			11/3	00	03	54
			20/1	00	06	07
			20/2	00	01	77
			21	00	01	01
		72	15	00	00	25
			16/1	00	00	76
			16/2	00	01	26
			25	00	08	09
		85	5	00	11	38
			6	00	11	38
			15/1	00	02	28

1	2	3	4	5	6	7
ममाधी	234	85	15/2	00	07	08
			16/2	00	04	55
			16/3	00	04	30
			17/1	00	00	25
			17/2	00	02	02
			24/2	00	07	08
			24/3	00	01	52
			25/1/1	00	00	25
			25/1/2	00	02	53
		90	4	00	11	38
			5	00	00	25
			7	00	11	38
			14/1	00	11	38
			17/2	00	10	37
			18/2	00	01	26
			23	00	07	08
			24	00	04	05
		96	3/1	00	04	30
			3/2	00	07	08
			4	00	00	25
			8	00	11	38
			13	00	11	38
			18	00	02	53
			105	00	03	54
			139	00	01	26
			159	00	01	26
			175	00	01	26
			193	00	02	53
			201	00	01	01
मोहनपुर	229	14	21/2	00	01	26
		15	6/2	00	03	29
			15/1	00	02	78
			15/2	00	08	35
			16/1	00	13	41
			16/2	00	00	76
			25/1	00	02	78
			25/2	00	03	54
		17	5/1	00	00	25
			5/2	00	01	26
		18	1	00	11	63
			9/2	00	00	25
			10/1	00	05	56
			10/2	00	06	83

1	2	3	4	5	6	7
महिनपुर	229	18	11	00	04	81
			12	00	07	84
			19/1	00	11	38
			19/2	00	01	26
			22/1/2	00	09	11
			22/2	00	00	76
			23/2	00	01	77
		30	2	00	00	25
			3/1	00	05	31
			3/2	00	06	07
			7	00	00	25
			8	00	09	86
			13/1	00	03	04
			14/1	00	08	60
			14/2	00	01	01
			17/1	00	00	25
			17/2	00	12	65
			24/2	00	05	06
			24/3	00	03	29
			25/1	00	02	78
			25/2	00	01	26
		34	4/2	00	00	25
			5/1	00	04	05
			5/2	00	06	07
			5/3	00	02	78
			6/1/1	00	01	01
			6/1/2	00	10	37
			6/2/1	00	00	25
			15/2	00	01	01
		35	10/1	00	01	01
			11/1	00	05	56
			11/2/1	00	00	25
			11/2/2/1	00	02	53
			19/1	00	00	76
			19/2	00	00	25
			20/1	00	11	13
			21	00	02	78
			22/1	00	09	36
		44	2	00	08	60
			62	00	03	54
			84	00	05	06
			409	00	01	01
			413	00	01	26

1	2	3	4	5	6	7
गगड़ माजरा	230		186	00	04	30
			487	00	01	26
			488	00	02	53
			548	00	08	35
			549	00	08	09
देहरू	164	11	3	00	06	83
			4	00	05	06
			7	00	00	25
			8	00	10	88
			13/1	00	01	01
			13/2	00	10	12
			18	00	11	13
			23	00	11	13
		21	2	00	00	25
			3/1/1	00	00	76
			3/1/2	00	11	63
			8	00	04	81
			9/1	00	03	54
			9/2	00	00	25
देहरू	164	21	12/2	00	10	12
			13	00	01	01
			19	00	11	13
			22	00	11	13
		25	2	00	11	13
			9	00	11	13
			10	00	00	25
			11	00	03	54
			12	00	07	59
			19/2	00	02	02
			20/1	00	09	86
			20/2	00	01	01
			21	00	09	86
			22/1	00	00	25
		40	5	00	00	25
			6	00	09	86
			14/1	00	00	25
			14/2	00	06	58
			15/1	00	08	85
			15/2	00	00	25
			17/1	00	01	52
			17/2	00	02	02
			17/3	00	06	07
			18/1	00	08	35

1	2	3	4	5	6	7
देहरू	164	40	18/2	00	01	26
			21	00	00	51
			22	00	13	66
			23/1	00	05	82
		41	1	00	07	59
		47	1	00	15	18
			2	00	02	02
			10	00	00	51
		48	5/2	00	02	02
			6/1	00	04	30
			6/2	00	05	56
			7	00	04	55
			13	00	07	08
			14	00	10	37
			15/1	00	00	25
			18	00	06	32
			19	00	10	88
			21	00	12	65
			22	00	04	55
			27	00	02	28
			28	00	00	25
		49	25	00	00	25
		54	25	00	00	25
		55	4/2	00	00	76
			5	00	11	38
			6	00	00	51
			7	00	09	86
			8/1	00	04	55
			12	00	07	59
			13/1	00	07	08
			13/2	00	01	01
			19	00	07	33
			20	00	04	30
		56	1/1	00	01	01
		67	1	00	05	56
		68	5	00	05	56
			6	00	12	39
			14	00	01	52
			15	00	10	37
			16/1	00	00	25
			16/2	00	10	37
			17	00	02	02
			25	00	07	33

1	2	3	4	5	6	7
देहरू	164	-	105	00	01	26
			107	00	01	26
			142	00	01	26
			658	00	06	58

[फा. सं. आर-25011/1/2007-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 5th June, 2007

S. O. 1653.— Whereas by notification of the government of India in the ministry of Petroleum and Natural gas, published in the Gazette of India vide number S.O. 502, dated 13th February 2007, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil Khanna, District Ludhiana (Punjab).

And, whereas, the copies of the said Gazette notification were made available to the public between 4th-25th April 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE**Tehsil: Khanna****District: Ludhiana****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Ishanpur	175		249	00	00	42
			601/494	00	06	74
			602/494	00	10	96
			495/1	00	13	91
			546	00	01	26
			548	00	09	27
			549	00	03	79
			550	00	00	42
			552	00	21	08
Rohano Khurd	265		898/763	00	03	04
			899/763	00	08	35
			764	00	00	25
			769	00	09	36
			770	00	01	77
			771	00	02	53
			772	00	01	26
			828/1	00	00	25
			829	00	10	62
			833	00	00	76
			834	00	11	89
			836	00	01	77
			837	00	10	62
			838	00	06	83
Rohano Kalan	264	32	1	00	03	04
			10	00	11	38
			11	00	11	13
			20	00	11	38
			21/1	00	11	13
		33	1	00	09	11
			10/8	00	00	51
			10/9	00	05	56
			11	00	07	08
			20	00	05	56
		34	21	00	02	02
			5	00	00	25
			6	00	00	51
			15	00	02	78
			16	00	05	56
			25	00	09	11

1	2	3	4	5	6	7
Bahana Kalan	264	51	5	00	11	13
			6	00	11	13
			15	00	11	13
			16/1	00	05	56
			16/2	00	04	30
			25	00	11	13
	52		1	00	00	25
	56		5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	11	13
			17	00	00	25
			24/1	00	01	52
			24/2	00	01	01
			25	00	09	11
		34	4	00	06	32
			5	00	04	81
			6	00	00	25
			7	00	12	14
			13	00	00	25
			14	00	12	14
			17	00	06	07
			18	00	06	07
			23	00	12	14
			24	00	00	25
	70		2	00	00	25
			3	00	12	14
			8	00	06	07
			9	00	06	07
			12	00	12	14
			19	00	11	89
			20	00	00	51
			21	00	09	11
			22	00	03	04
		75	6	00	02	02
			15	00	11	13
			16	00	10	88
			17	00	00	25
			24	00	00	07
			25	00	06	07
	76		1/1	00	05	31
			1/2	00	05	31
			10/1	00	07	59

1	2	3	4	5	6	7
Rohano Kalan	264	76	10/2	00	00	25
			11/1	00	00	25
			4	00	12	14
			5/1	00	00	25
			7/2	00	11	38
			8/1	00	00	51
			13	00	09	36
			14	00	02	78
			18	00	12	14
			22	00	03	54
		83	23	00	08	60
			3	00	02	78
			317	00	05	31
			318	00	02	53
			320	00	04	30
			328	00	02	78
Rajewal	263	4	3	00	00	25
			8	00	04	81
			9/1	00	06	83
			12/1	00	05	06
			12/2	00	02	28
			13/1	00	02	02
			13/2	00	00	25
			18/3	00	00	25
			19	00	10	62
			22/1	00	07	08
			22/2	00	04	05
		8	2/2	00	10	62
			9/1	00	11	13
			12	00	11	13
			19/1	00	11	13
			22	00	11	13
		12	2/1/1	00	06	32
			2/1/2	00	04	30
			9	00	11	13
			11	00	00	25
			12	00	11	13
			19	00	10	12
			20	00	01	01
			21/1/2	00	00	51
		15	21/2/2	00	03	04
			22	00	07	59
			1	00	06	58

1	2	3	4	5	6	7
Rajewal	263	15	2	00	04	55
			9	00	02	02
			10	00	09	11
			11	00	10	62
			12	00	00	51
			20	00	11	13
			21	00	10	62
		21	1	00	01	77
			233	00	00	51
			426	00	03	54
Fatehpur Dhak	244	11	17	00	07	33
			24	00	11	13
		12	4	00	11	38
			7/1	00	05	82
			7/2	00	01	26
			8	00	01	01
			13/1	00	07	08
			13/2	00	00	51
			14/1	00	01	01
			14/2	00	00	25
			18	00	11	38
			23/1	00	08	35
			23/2	00	02	78
		23	3	00	11	13
			8/1	00	00	51
			8/2	00	04	30
			13	00	11	13
			18	00	11	13
			22	00	00	25
			23	00	11	13
		26	2	00	01	26
			3	00	07	08
			34	00	07	08
			38	00	05	56
Kotla Dhak	245		58/2	00	02	78
			59/1	00	07	08
			60	00	07	08
			61	00	07	59
			62	00	08	09
			464/63	00	01	52
			64/1/1	00	03	54
			466/65	00	01	77
			467/65	00	01	77

1	2	3	4	5	6	7
Kotla Dhak	245		66	00	04	05
			67	00	05	56
			76	00	01	77
			93	00	01	52
			483/117	00	07	84
			118	00	11	38
			484/119/1	00	00	76
			137	00	10	62
			138/2	00	01	52
			138/3	00	03	04
			140/1	00	03	29
			140/2	00	02	53
			141/2	00	00	76
			154	00	09	61
			155	00	00	51
			328	00	15	68
			329	00	00	25
			330	00	04	55
			331	00	06	58
			332	00	05	31
			333	00	03	81
			334/1/1	00	02	02
			334/1/2	00	03	04
			334/2	00	00	76
			335	00	02	53
			336	00	05	56
			356	00	00	51
			576/365	00	02	02
			518/366	00	09	36
			367	00	03	04
			368	00	08	09
			372	00	10	88
			373	00	11	38
			374	00	00	25
			578/391	00	11	38
			392	00	11	38
Chakohi	235	18	18/2	00	07	08
			19/1	00	00	25
			22/2	00	05	56
			23/1	00	05	56
			2/1	00	00	25
		33	2/2	00	10	88

1	2	3	4	5	6	7
Chakohi	235	33	3/1	00	00	25
			9/1	00	01	77
			9/2	00	11	63
			12/1	00	08	09
			12/2	00	00	25
			19/1	00	01	01
			19/2	00	08	60
			20/1	00	00	25
			21/2	00	00	76
			21/3	00	06	32
			22/1	00	04	05
			22/2	00	00	51
		38	1	00	11	38
			2/1	00	00	25
			10	00	11	38
			11	00	11	38
			20/1	00	02	02
			20/2	00	06	07
			21/1	00	01	26
		39	16/1	00	00	25
			16/2	00	01	26
			25	00	10	37
		49	5/1	00	02	02
			5/2	00	06	32
			6/1	00	00	25
			6/2	00	05	82
			7	00	04	30
			14/1	00	01	52
			14/2	00	09	86
			15/1	00	00	25
			17/1	00	02	02
			17/2	00	09	36
			23	00	07	33
			24/1	00	01	77
		55	3/1	00	10	88
			3/2	00	01	01
			8/1	00	06	07
			8/2	00	05	31
			9/2	00	00	25
			12	00	08	60
			13/1	00	03	04
			19	00	11	63
			21	00	01	52

1	2	3	4	5	6	7
Chakohi	235	55	22	00	10	12
			26	00	00	25
			63	1	00	07
			2	00	05	06
			9/1	00	00	51
			9/2	00	04	55
			10	00	06	07
			11/1	00	00	51
			11/2	00	05	56
			12	00	05	06
			19	00	04	55
			20	00	06	58
			21/1	00	04	05
			21/2	00	00	25
			21/3	00	03	81
			22	00	03	54
	68		1/1	00	00	25
			1/2	00	08	09
			2	00	03	04
			9	00	03	04
			10/1	00	08	09
			10/2	00	00	25
			11	00	08	60
			12	00	02	53
			19	00	01	01
			20	00	04	55
			91	00	02	53
			92	00	04	30
			93	00	01	52
			420	00	02	78
			424	00	02	02
Bhamadhi	234	30	2	00	04	55
			9	00	11	38
			12/1	00	04	81
			12/2	00	05	56
			13/2	00	00	25
			18/2	00	05	56
			19	00	05	56
			22/4	00	00	25
			23/1	00	11	13
		47	3	00	11	38
			8	00	11	38
			13	00	10	62

1	2	3	4	5	6	7
Shamudhi	234	47	14/1	00	01	01
			17/1	00	01	26
			17/2	00	03	81
			18/1	00	02	28
			18/2	00	03	04
			23	00	09	86
			24	00	01	52
	51		3	00	11	38
			8	00	10	37
			12	00	00	25
			13	00	11	13
			18/1	00	05	06
			19	00	04	55
			22/2	00	08	60
			23	00	00	25
			26	00	01	26
	68		2	00	09	61
			9	00	11	38
			11/2	00	00	25
			12	00	11	38
			19	00	06	07
			20/1	00	05	06
			21/1	00	00	51
			21/2	00	04	05
			21/3	00	05	31
			22/1	00	00	51
			26	00	00	76
	71		1	00	11	38
			10/1	00	00	25
			10/2	00	11	13
			11/1	00	03	54
			11/2	00	04	05
			11/3	00	03	54
			20/1	00	06	07
			20/2	00	01	77
			21	00	01	01
	72		15	00	00	25
			16/1	00	00	76
			16/2	00	01	26
			25	00	08	09
	85		5	00	11	38
			6	00	11	38
			15/1	00	02	28

1	2	3	4	5	6	7
Bhamadhi	234	85	15/2	00	07	08
			16/2	00	04	55
			16/3	00	04	30
			17/1	00	00	25
			17/2	00	02	02
			24/2	00	07	08
			24/3	00	01	52
			25/1/1	00	00	25
			25/1/2	00	02	53
		90	4	00	11	38
			5	00	00	25
			7	00	11	38
			14/1	00	11	38
			17/2	00	10	37
			18/2	00	01	26
			23	00	07	08
			24	00	04	05
		96	3/1	00	04	30
			3/2	00	07	08
			4	00	00	25
			8	00	11	38
			13	00	11	38
			18	00	02	53
			105	00	03	54
			139	00	01	26
			159	00	01	26
			175	00	01	26
			193	00	02	53
			201	00	01	01
Mohanpur	229	14	21/2	00	01	26
			15	00	03	29
			15/1	00	02	78
			15/2	00	08	35
			16/1	00	13	41
			16/2	00	00	76
			25/1	00	02	78
			25/2	00	03	54
		17	5/1	00	00	25
			5/2	00	01	26
		18	1	00	11	63
			9/2	00	00	25
			10/1	00	05	56
			10/2	00	06	83

1	2	3	4	5	6	7
Mohanpur	229	18	11	00	04	81
			12	00	07	84
			19/1	00	11	38
			19/2	00	01	26
			22/1/2	00	09	11
			22/2	00	00	76
			23/2	00	01	77
		30	2	00	00	25
			3/1	00	05	31
			3/2	00	06	07
			7	00	00	25
			8	00	09	86
			13/1	00	03	04
			14/1	00	08	60
			14/2	00	01	01
			17/1	00	00	25
			17/2	00	12	65
			24/2	00	05	06
			24/3	00	03	29
			25/1	00	02	78
			25/2	00	01	26
		34	4/2	00	00	25
			5/1	00	04	05
			5/2	00	06	07
			5/3	00	02	78
			6/1/1	00	01	01
			6/1/2	00	10	37
			6/2/1	00	00	25
			15/2	00	01	01
		35	10/1	00	01	01
			11/1	00	05	56
			11/2/1	00	00	25
			11/2/2/1	00	02	53
			19/1	00	00	76
			19/2	00	00	25
			20/1	00	11	13
			21	00	02	78
			22/1	00	09	36
		44	2	00	08	60
			62	00	03	54
			84	00	05	06
			409	00	01	01
			413	00	01	26

1	2	3	4	5	6	7
Gagar Majra	230		186	00	04	30
			487	00	01	26
			488	00	02	53
			548	00	08	35
			549	00	08	09
Deheru	164	11	3	00	06	83
			4	00	05	06
			7	00	00	25
			8	00	10	88
			13/1	00	01	01
			13/2	00	10	12
			18	00	11	13
			23	00	11	13
		21	2	00	00	25
			3/1/1	00	00	76
			3/1/2	00	11	63
			8	00	04	81
			9/1	00	03	54
			9/2	00	00	25
Deheru	164	21	12/2	00	10	12
			13	00	01	01
			19	00	11	13
			22	00	11	13
		25	2	00	11	13
			9	00	11	13
			10	00	00	25
			11	00	03	54
			12	00	07	59
			19/2	00	02	02
		40	20/1	00	09	86
			20/2	00	01	01
			21	00	09	86
			22/1	00	00	25
			5	00	00	25
			6	00	09	86
			14/1	00	00	25
			14/2	00	06	58
			15/1	00	08	85
			15/2	00	00	25
			17/1	00	01	52
			17/2	00	02	02
			17/3	00	06	07
			18/1	00	08	35

1	2	3	4	5	6	7
Deheru	164	40	18/2	00	01	28
			21	00	00	51
			22	00	13	66
			23/1	00	05	82
	41		1	00	07	59
	47		1	00	15	18
			2	00	02	02
			10	00	00	51
	48		5/2	00	02	02
			6/1	00	04	30
			6/2	00	05	56
			7	00	04	55
			13	00	07	08
			14	00	10	37
			15/1	00	00	25
			18	00	06	32
			19	00	10	88
			21	00	12	65
			22	00	04	55
			27	00	02	28
			28	00	00	25
	49		25	00	00	25
	54		25	00	00	25
	55		4/2	00	00	76
			5	00	11	38
			6	00	00	51
			7	00	09	86
			8/1	00	04	55
			12	00	07	59
			13/1	00	07	08
			13/2	00	01	01
			19	00	07	33
			20	00	04	30
	56		1/1	00	01	01
	67		1	00	05	56
	68		5	00	05	56
			6	00	12	39
			14	00	01	52
			15	00	10	37
			16/1	00	00	25
			16/2	00	10	37
			17	00	02	02
			25	00	07	33

1	2	3	4	5	6	7
Deheru	164	-	105	00	01	26
			107	00	01	26
			142	00	01	26
			658	00	06	58

[F. No. R-25011/1/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 5 जून, 2007

का. आ. 1654.— केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 503 दिनांक 13 फरवरी 2007 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी.) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील—समराला, जिला—लुधियाना, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 22 अप्रैल 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से, केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : समराला

जिला : लुधियाना

राज्य : पंजाब

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
रुपा	163	9	1/1	00	09	61
			10/1/2	00	03	29
			10/2/1	00	00	25
			10/2/2	00	00	25
			10/2/3	00	01	26
			11/1/1	00	00	25
			11/1/2	00	00	25
			21/2	00	01	52
		10	5/2	00	01	01
			6/1/2	00	02	28
			6/1/3	00	00	25
			6/1/4	00	03	54
			15/1	00	04	05
			15/2	00	06	83
			16/1	00	08	60
			16/2/1	00	00	25
			16/2/2	00	02	53
		15	25/1	00	09	61
			25/2	00	00	25
			5/1/2/1	00	09	86
			5/2/2	00	01	26
			6/1/1	00	02	78
			6/2/2	00	08	35
			7/2	00	00	25
			14/1/2/1	00	01	52
			15/1/1	00	01	52
			15/1/2/1	00	07	84
			15/1/2/2	00	00	51
			16/1	00	05	06
			17/1	00	06	07
			24	00	10	62
			25	00	00	51
		19	4	00	11	13
			7/1	00	11	13
			11/2	00	00	51
			14	00	10	88
			17	00	11	13
			23/2	00	00	51
			24	00	09	11
		24	3	00	00	25

1	2	3	4	5	6	7
बगली कला	162	32	19	00	06	07
			22	00	03	54
			2	00	04	55
			9	00	11	38
			12/1	00	00	25
			12/2/1	00	00	76
			12/2/2	00	10	62
			19/3	00	04	05
			19/4	00	07	59
			21	00	00	76
			22	00	07	84
		42	1/1	00	00	76
			1/2	00	06	58
			2	00	01	77
			10	00	11	38
			11/1	00	02	28
			11/2	00	09	36
			20	00	11	38
			21	00	11	38
		44	1	00	01	52
			-	593	00	04
			-	594/2	00	01
बगला	165	1	5	00	04	81
			6	00	11	13
			14	00	00	78
			15	00	10	37
			16	00	05	06
			17	00	06	07
			24/1	00	00	51
			24/2	00	10	12
			25	00	00	51
		4	3/2	00	01	26
			4	00	11	13
			7	00	11	13
			14/1	00	04	30
			14/2	00	05	82
			17	00	11	13
		6	24	00	11	13
			3	00	01	52
			4	00	09	61
			7/2	00	05	56
			8	00	05	56
			13/1	00	01	01
			13/2	00	09	36

1	2	3	4	5	6	7
बगला	165	6	14/1	00	01	01
			14/2	00	00	25
			18	00	11	13
			23/1	00	10	62
			23/2	00	00	51
			21/3	00	01	26
		10	3	00	11	13
			8	00	11	13
			13	00	11	13
			18/1	00	00	25
			18/2	00	02	53
अजलोद	134	3	8	00	10	37
			15	00	11	13
			16	00	10	62
			24	00	01	01
			25	00	10	12
		5	20/2	00	00	51
			21	00	06	83
		6	4/1/1	00	00	51
			4/1/2	00	01	77
			4/2	00	01	26
			5/1	00	05	06
			5/2	00	02	53
		12	6	00	06	07
			7	00	05	06
			14	00	00	76
			15	00	11	63
			16	00	11	38
			25/1	00	01	52
			25/2	00	00	25
			1/1	00	02	28
			1/2	00	05	31
			2	00	00	25
			9	00	00	25
			10	00	11	13
			11	00	11	13
			20/1	00	07	08
			20/2	00	04	05
			21	00	11	13
		13	1	00	11	13
			10	00	11	13
			11/1	00	03	81
			11/2	00	07	33
			20/2	00	11	13

1	2	3	4	5	6	7
अजलोद	134	13	21	00	11	13
		19	15	00	00	25
			16	00	01	52
			25	00	04	05
		20	1	00	11	13
			10	00	11	13
			11/1	00	01	01
			11/2	00	09	61
			20/1	00	07	59
			20/2	00	02	02
			21	00	07	08
		21	1	00	05	56
			10	00	04	05
			11	00	02	02
			20	00	00	51
		22	5	00	05	56
			6	00	07	08
			15/1	00	07	59
			15/2	00	01	77
			16	00	10	62
			25	00	11	13
		27	5/1	00	01	01
			5/2	00	00	51
			5/3	00	09	61
			6	00	10	12
			15	00	11	13
			16/2	00	11	13
			25/1	00	11	13
		31	5/1	00	06	07
			203	00	01	01
			206/3	00	01	01
			208	00	00	51
			213/4	00	01	52
नागरा	132	26	16	00	06	32
			25	00	08	60
		29	5	00	11	13
			6/1	00	11	13
			15/1	00	00	25
			15/2	00	07	84
			15/3	00	03	29
			16/1	00	04	05
			16/2	00	07	08
			25/1	00	05	06
			25/2	00	06	07

1	2	3	4	5	6	7
नागरा	132	40	5	00	10	88
		-	63	00	03	04
रामसपुर	131	16	2	00	07	08
			9/1/2	00	08	85
			9/2	00	02	28
			12/1	00	11	13
			12/2	00	00	25
			18	00	00	51
			19/1	00	05	82
			19/2	00	03	29
			19/3	00	00	25
			22/1	00	00	25
			22/2	00	00	25
			22/3	00	08	85
			23	00	02	02
	25		2/2	00	02	78
			3/2	00	01	01
			3/3/1	00	00	51
			3/3/2	00	00	76
			8	00	00	51
			9	00	10	88
			12	00	11	38
			19	00	11	38
			22/1	00	09	11
			22/2	00	01	26
			26	00	05	82
	27		25	00	00	25
	28		1/1	00	00	76
			1/2	00	01	26
			1/3	00	01	52
			2/1	00	07	59
			9	00	01	01
			10	00	10	37
			11/1	00	03	81
			11/2	00	07	59
			20/1	00	01	01
			20/2	00	10	37
			21	00	11	38
	36		1/1	00	03	54
			1/2	00	04	30
			10	00	01	01
	37		5	00	04	05
			6	00	10	37
			15	00	11	38

1	2	3	4	5	6	7
रामसपुर	131	37	16	00	03	29
		-	57	00	01	52
			391	00	01	01
पपरौधी	130	2	15/1	00	03	29
			15/2	00	08	35
			16/1	00	00	25
		3	11/2/1	00	00	25
			11/2/2	00	01	26
			20/1	00	12	14
			20/2	00	01	01
			20/3	00	00	25
			21	00	11	13
		14	1	00	11	13
			10/1	00	00	51
			10/2	00	09	36
			10/3	00	01	26
			11	00	10	12
			19/3	00	00	25
			20/1	00	06	58
			20/3	00	01	77
			21	00	06	07
			22	00	00	25
		19	1	00	03	29
			2	00	03	54
			9/1	00	02	53
			9/2	00	00	76
			9/3	00	01	01
			9/4	00	01	77
			10/1	00	00	76
			10/2	00	00	51
			11/4/1	00	00	25
			11/4/2	00	00	25
			12/1	00	06	83
			12/2	00	01	26
			19/3	00	00	51
			19/4	00	06	07
			19/5	00	02	02
			22	00	11	13
		25	2/1	00	03	04
			2/2	00	08	09
			9	00	11	13
			12	00	11	13
			19	00	11	13
			22/1	00	03	29

1	2	3	4	5	6	7
पपरौधी	130	25	22/2	00	07	84
		28	2	00	03	81
		-	277	00	01	01
			280	00	20	49
			281	00	00	25
			282	00	00	25
भगवानपुरा	139		462	00	02	02
			463	00	02	53
			464	00	08	91
			465	00	01	26
			466	00	02	02
			474	00	01	32
			704/555	00	03	10
			557/2	00	05	75
			558	00	03	10
			559	00	06	32
			560	00	02	53
			561	00	00	63
			562	00	06	19
			563	00	02	20
			565	00	08	85
			566	00	00	06
			568	00	08	85
			688	00	08	85
			691	00	08	85
			692	00	08	85
			694	00	04	30
			695	00	08	85
घकरौधी	129	2	11	00	04	05
			20	00	11	13
			21	00	11	13
		4	25/1	00	01	77
		9	1	00	10	62
			10	00	09	11
			11	00	06	58
			20	00	03	04
			21/1	00	00	51
			21/2	00	00	25
		10	5	00	00	51
			6	00	02	02
			15	00	04	55
			16/1	00	02	02
			16/2	00	06	07
			25/1	00	06	58

1	2	3	4	5	6	7
चकरीधी	129	10	25/2	00	04	30
		11	5	00	11	13
			6/1	00	10	12
			6/2	00	01	01
			15	00	03	04
		19	1/1	00	01	77
चालां	140	4	17	00	05	31
			23	00	11	63
		20	2/1	00	00	25
			3	00	11	63
			8	00	03	54
			9/1	00	05	31
			9/2	00	03	81
			12/1	00	00	25
			12/2	00	11	89
			19	00	11	38
			21/2	00	00	25
			22/1	00	00	51
			22/2	00	02	28
			26	00	03	29
		23	1	00	06	58
			2/1	00	06	07
			9	00	00	25
			10	00	10	12
			11/1	00	04	05
			11/2	00	08	60
			20	00	02	02
			26	00	02	02
		24	15	00	00	76
			16	00	11	63
			24/2	00	02	28
			25/1	00	06	58
			25/2	00	04	81
		39	4/2	00	11	63
			5	00	00	51
			7	00	08	85
			8	00	04	30
			13	00	11	63
			14/2	00	00	25
			18/1	00	00	25
			18/2	00	04	81
			19/1	00	02	28
			19/2	00	02	28
			22	00	11	63

1	2	3	4	5	6	7
घाली	140	44	2/1	00	05	56
			2/2	00	06	07
			9	00	08	35
			10	00	03	04
			11	00	09	61
			12	00	01	52
			19/1	00	00	25
			20/1	00	06	83
			20/2/1	00	03	29
			20/2/2	00	01	01
			21	00	11	13
		49	1/1	00	05	56
			1/2	00	05	56
			10	00	11	13
			11	00	06	83
			339/3	00	03	04
लाधरा	86	17	7/1	00	02	78
			13	00	00	25
			14	00	12	14
			18/1	00	07	08
			18/2	00	00	25
रोहला	87	46	19	00	05	31
			21	00	04	30
			22	00	07	84
		47	1/1	00	07	33
			1/2	00	04	30
			2/1	00	00	25
			10	00	11	63
			11	00	09	61
			20	00	00	76
		48	15	00	02	28
			16	00	11	13
			25	00	11	63
		57	4	00	00	76
			5	00	11	13
			6	00	02	28
			7	00	06	58
भरथला	89	4	18	00	15	18
			23	00	10	88
		6	2/2	00	01	01
			3	00	04	55
			8	00	11	13
			13	00	08	09
			18	00	12	39

1	2	3	4	5	6	7
भरथला	89	6	23	00	11	13
		19	3/1	00	03	81
			3/2	00	03	81
			3/3	00	03	81
			7	00	00	25
			8	00	11	13
			13/2	00	09	11
			14	00	02	53
			18/1	00	01	77
	42		12	00	02	28
			18	00	06	83
			19	00	06	58
			21/2	00	00	25
			22	00	12	90
	50		6	00	04	55
			14	00	00	25
			15/1	00	02	02
			15/2/1	00	00	25
			15/2/2	00	07	59
			16/1	00	00	25
			16/2	00	02	28
			17/1	00	09	61
			23/2	00	03	04
			24/1	00	08	85
			24/2	00	00	51
			24/4	00	01	26
	51		1	00	07	84
			2/1	00	04	30
			10	00	09	36
	55		2/2	00	00	25
			3	00	13	41
			4/1	00	00	25
			8	00	03	29
			9/1	00	05	31
			12/1	00	00	25
			12/2	00	13	41
			13/1	00	00	25
			19/1	00	05	82
			19/2	00	00	25
			69	00	01	52
			73	00	03	81
			76	00	02	53
			77	00	02	53
			78	00	01	52

1	2	3	4	5	6	7
भरथला	89	-	409	00	04	05
बामिया	90	10	14/1	00	01	01
			14/2	00	02	28
		10	17	00	07	59
			18	00	03	54
			23/1	00	00	51
			23/2	00	05	82
			24/1	00	04	81
			24/2	00	00	25
		22	3/2	00	08	60
			4	00	02	53
			7	00	00	51
			8	00	10	62
			13	00	11	13
			18	00	11	13
			23	00	11	13
		24	3	00	11	13
			8/1	00	05	56
			8/2	00	05	56
			13	00	11	13
			18/1	00	10	62
			18/2	00	00	51
			23	00	11	13
		35	2/2	00	00	25
			3/1	00	10	62
			3/2	00	00	51
			8/1	00	01	77
			8/2	00	04	05
			9	00	05	56
			12	00	11	63
			13	00	00	25
			19	00	11	63
			20	00	00	25
			21	00	05	82
			22	00	05	82
		37	15	00	05	82
			16	00	11	63
			24	00	01	52
			25	00	11	38
		38	1	00	10	12
			10	00	11	63
			11	00	05	82
			20	00	00	25
		50	4	00	12	65

1	2	3	4	5	6	7
बालियो		50	5/1	00	00	76
			7	00	09	11
			8	00	03	81
			13	00	09	36
			14	00	00	25
		-	71	00	01	52
जुलाह माजरा	80	10	1	00	08	85
			9/1	00	01	77
			10/1	00	01	77
			10/2	00	08	85
			11/1	00	00	51
			12	00	10	62
			19	00	11	63
			22	00	11	13
		11	2/2	00	11	13
			9	00	11	13
			12/1	00	04	30
			12/2	00	06	83
			13/2	00	00	25
			19	00	11	13
			22/1	00	01	77
			22/2	00	00	51
			22/3	00	01	26
		-	35	00	01	52
गढ़ी तरखाना	79	7	17/1	00	00	25
			17/2	00	06	07
			18	00	00	25
			24	00	11	63
		12	4/1	00	00	51
			4/2	00	09	86
			5	00	01	52
			6/1	00	03	81
			6/2/2	00	06	07
			7	00	01	77
			15/1	00	00	25
			15/2	00	11	63
			16	00	11	63
			25	00	08	85
		13	21/1	00	02	78
			21/2	00	00	25
		25	10/1	00	08	60
			10/2	00	03	04
			11/3	00	00	76
			11/4	00	09	61

1	2	3	4	5	6	7
गढ़ी तरखाना	79	25	12/1/1	00	00	25
			19/3	00	00	76
			19/4	00	07	08
			20	00	03	81
			22/1	00	05	56
			22/2/1	00	05	56
		30	2	00	11	63
			8/4	00	01	77
			9	00	09	61
			12	00	01	52
			13/1	00	04	30
			13/3	00	06	07
			18/1	00	03	81
			18/2	00	04	30
			18/3	00	06	07
			23	00	07	08
		41	3	00	09	36
			4/1	00	00	25
			4/2	00	01	77
			7	00	00	76
			8	00	00	25
			26	00	08	60
		53	18	00	01	01
			23	00	06	09
		54	3	00	11	13
			8	00	11	13
			9	00	00	25
			13/1	00	06	83
			13/2	00	01	26
			121	00	03	04
			152	00	01	01
			154	00	08	85
			389	00	01	01
			397	00	01	77

[फा. सं. आर-25011/1/2007-ओ.आर.-I]
एस. के. चिटकारा, अवर सचिव

New Delhi, the 5th June, 2007

S.O. 1654.—Whereas by notification of the government of India in the ministry of Petroleum and Natural gas, published in the Gazette of India vide number S.O. 503, dated 13th February 2007, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil Samrala, District Ludhiana (Punjab).

And, whereas, the copies of the said Gazette notification were made available to the public up to 22nd April 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil: Samrala

District: Ludhiana

State: Punjab

Name of Village	Hadbest No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Rupa	163	9	1/1	00	09	61
			10/1/2	00	03	29
			10/2/1	00	00	25
			10/2/2	00	00	25
			10/2/3	00	01	26
			11/1/1	00	00	25
			11/1/2	00	00	25
			21/2	00	01	52
		10	5/2	00	01	01
			6/1/2	00	02	28
			6/1/3	00	00	25
			6/1/4	00	03	54
			15/1	00	04	05

1	2	3	4	5	6	7
Rupa			15/2	00	06	83
			16/1	00	08	60
			16/2/1	00	00	25
			16/2/2	00	02	53
			25/1	00	09	61
			25/2	00	00	25
		15	5/1/2/1	00	09	86
			5/2/2	00	01	26
			6/1/1	00	02	78
			6/2/2	00	08	35
			7/2	00	00	25
			14/1/2/1	00	01	52
			15/1/1	00	01	52
			15/1/2/1	00	07	84
			15/1/2/2	00	00	51
			16/1	00	05	06
			17/1	00	06	07
			24	00	10	62
			25	00	00	51
		19	4	00	11	13
			7/1	00	11	13
			11/2	00	00	51
			14	00	10	88
			17	00	11	13
			23/2	00	00	51
			24	00	09	11
		24	3	00	00	25
Bagali Kalan	162	32	19	00	06	07
			22	00	03	54
		33	2	00	04	55
			9	00	11	38
			12/1	00	00	25
			12/2/1	00	00	76
			12/2/2	00	10	62
			19/3	00	04	05
			19/4	00	07	59
			21	00	00	76
			22	00	07	84
		42	1/1	00	00	76
			1/2	00	06	58
			2	00	01	77

1	2	3	4	5	6	7
Bagali Kalan	162	42	10	00	11	38
			11/1	00	02	28
			11/2	00	09	36
			20	00	11	38
			21	00	11	38
		44	1	00	01	52
			593	00	04	05
			594/2	00	01	01
Bagala	165	1	5	00	04	81
			6	00	11	13
			14	00	00	76
			15	00	10	37
			16	00	05	06
			17	00	06	07
			24/1	00	00	51
			24/2	00	10	12
			25	00	00	51
		4	3/2	00	01	26
		5	4	00	11	13
			7	00	11	13
			14/1	00	04	30
			14/2	00	05	82
			17	00	11	13
			24	00	11	13
		6	3	00	01	52
			4	00	09	61
			7/2	00	05	56
			8	00	05	56
			13/1	00	01	01
			13/2	00	09	36
			14/1	00	01	01
			14/2	00	00	25
			18	00	11	13
			23/1	00	10	62
			23/2	00	00	51
		9	21/3	00	01	26
		10	3	00	11	13
			8	00	11	13
			13	00	11	13
			18/1	00	00	25
			18/2	00	02	53

1	2	3	4	5	6	7
Ajalaud	134	5	6	00	10	37
			15	00	11	13
			16	00	10	62
			24	00	01	01
			25	00	10	12
		5	20/2	00	00	51
			21	00	06	83
		6	4/1/1	00	00	51
			4/1/2	00	01	77
			4/2	00	01	26
			5/1	00	05	06
			5/2	00	02	53
			6	00	06	07
			7	00	05	06
			14	00	00	76
			15	00	11	63
			16	00	11	38
			25/1	00	01	52
			25/2	00	00	25
		12	1/1	00	02	28
			1/2	00	05	31
			2	00	00	25
			9	00	00	25
			10	00	11	13
			11	00	11	13
			20/1	00	07	08
			20/2	00	04	05
			21	00	11	13
		13	†	00	11	13
			10	00	11	13
			11/1	00	03	81
			11/2	00	07	33
			20/2	00	11	13
			21	00	11	13
		19	15	00	00	25
			16	00	01	52
			25	00	04	05
		20	1	00	11	13
			10	00	11	13
			11/1	00	01	01
			11/2	00	09	61

1	2	3	4	5	6	7
Ajalaud	134	20	20/1	00	07	59
			20/2	00	02	02
			21	00	07	08
		21	1	00	05	56
			10	00	04	05
			11	00	02	02
		22	20	00	00	51
			5	00	05	56
			6	00	07	08
		27	15/1	00	07	59
			15/2	00	01	77
			16	00	10	62
			25	00	11	13
			5/1	00	01	01
			5/2	00	00	51
			5/3	00	09	61
			6	00	10	12
			15	00	11	13
			16/2	00	11	13
			25/1	00	11	13
		31	5/1	00	06	07
			203	00	01	01
			206/3	00	01	01
			208	00	00	51
			213/4	00	01	52
Nagara	132	26	16	00	06	32
			25	00	08	60
		29	5	00	11	13
			6/1	00	11	13
			15/1	00	00	25
			15/2	00	07	84
			15/3	00	03	29
			16/1	00	04	05
			16/2	00	07	08
			25/1	00	05	06
			25/2	00	06	07

1	2	3	4	5	6	7
Nagara	132	40	3	00	10	88
			63	00	03	04
Samashpur	131	16	2	00	07	08
			9/1/2	00	08	85
			9/2	00	02	28
			12/1	00	11	13
			12/2	00	00	25
			18	00	00	51
			19/1	00	05	82
			19/2	00	03	29
			19/3	00	00	25
			22/1	00	00	25
			22/2	00	00	25
			22/3	00	08	85
			23	00	02	02
	25		2/2	00	02	78
			3/2	00	01	01
			3/3/1	00	00	51
			3/3/2	00	00	76
			8	00	00	51
			9	00	10	88
			12	00	11	38
			19	00	11	38
			22/1	00	09	11
			22/2	00	01	26
			26	00	05	82
	27		25	00	00	25
	28		1/1	00	00	76
			1/2	00	01	26
			1/3	00	01	52
			2/1	00	07	59
			9	00	01	01
			10	00	10	37
			11/1	00	03	81
			11/2	00	07	59
			20/1	00	01	01
			20/2	00	10	37
			21	00	11	38
	36		1/1	00	03	54
			1/2	00	04	30
			10	00	01	01
	37		8	00	04	05
			6	00	10	37
			15	00	11	38

1	2	3	4	5	6	7
Samashpur	131	37	16	00	03	29
		-	57	00	01	52
			391	00	01	01
Papraudhi	130	2	15/1	00	03	29
			15/2	00	08	35
			16/1	00	00	25
		3	11/2/1	00	00	25
			11/2/2	00	01	26
			20/1	00	12	14
			20/2	00	01	01
			20/3	00	00	25
			21	00	11	13
		14	1	00	11	13
			10/1	00	00	51
			10/2	00	09	36
			10/3	00	01	26
			11	00	10	12
			19/3	00	00	25
			20/1	00	06	58
			20/3	00	01	77
			21	00	06	07
			22	00	00	25
		19	1	00	03	29
			2	00	03	54
			9/1	00	02	53
			9/2	00	00	76
			9/3	00	01	01
			9/4	00	01	77
			10/1	00	00	76
			10/2	00	00	51
			11/4/1	00	00	25
			11/4/2	00	00	25
			12/1	00	06	83
			12/2	00	01	26
			19/3	00	00	51
			19/4	00	06	07
			19/5	00	02	02
			22	00	11	13
		25	2/1	00	03	04
			2/2	00	08	09
			9	00	11	13
			12	00	11	13
			19	00	11	13
			22/1	00	03	29

1	2	3	4	5	6	7
Papraudhi	130	25	22/2	00	07	84
		28	2	00	03	81
			277	00	01	01
			280	00	20	48
			281	00	00	25
			282	00	00	25
Bhagwanpura	139		462	00	02	02
			463	00	02	53
			464	00	08	91
			465	00	01	28
			468	00	02	02
			474	00	01	32
			704/555	00	03	10
			557/2	00	05	75
			558	00	03	10
			559	00	08	32
			560	00	02	53
			561	00	00	63
			562	00	08	19
			563	00	02	20
			565	00	08	85
			566	00	00	08
			568	00	08	85
			688	00	08	85
			691	00	08	85
			692	00	08	85
			694	00	04	30
			695	00	08	85
Chakraudhi	129	2	11	00	04	05
			20	00	11	13
			21	00	11	13
		4	25/1	00	01	77
		9	1	00	10	62
			10	00	08	11
			11	00	06	58
			20	00	03	04
			21/1	00	00	51
			21/2	00	00	25
		10	5	00	00	51
			6	00	02	02
			15	00	04	55
			16/1	00	02	02
			16/2	00	08	07
			25/1	00	08	58

1	2	3	4	5	6	7
Chakaraudhi	129	10	25/2	00	04	30
		11	5	00	11	13
			6/1	00	10	12
			6/2	00	01	01
			15	00	03	04
		19	1/1	00	01	77
Chahalan	140	4	17	00	05	31
			23	00	11	63
		20	2/1	00	00	25
			3	00	11	63
			8	00	03	54
			9/1	00	05	31
			9/2	00	03	81
			12/1	00	00	25
			12/2	00	11	89
			19	00	11	38
			21/2	00	00	25
			22/1	00	00	51
			22/2	00	02	28
			26	00	03	29
		23	1	00	06	58
			2/1	00	06	07
			9	00	00	25
			10	00	10	12
			11/1	00	04	05
			11/2	00	08	60
			20	00	02	02
			26	00	02	02
		24	15	00	00	76
			16	00	11	63
			24/2	00	02	28
			25/1	00	06	58
			25/2	00	04	81
		39	4/2	00	11	63
			5	00	00	51
			7	00	08	85
			8	00	04	30
			13	00	11	63
			14/2	00	00	25
			18/1	00	00	25
			18/2	00	04	81
			19/1	00	02	28
			19/2	00	02	28
			22	00	11	63

1	2	3	4	5	6	7
Chahlan	140	44	2/1	00	05	56
			2/2	00	06	07
			9	00	08	35
			10	00	03	04
			11	00	09	61
			12	00	01	52
			19/1	00	00	25
			20/1	00	06	83
			20/2/1	00	03	29
			20/2/2	00	01	01
			21	00	11	13
		49	1/1	00	05	56
			1/2	00	05	56
			10	00	11	13
			11	00	06	83
			339/3	00	03	04
Ladharan	86	17	7/1	00	02	78
			13	00	00	25
			14	00	12	14
			18/1	00	07	08
			18/2	00	00	25
Rohlan	87	46	19	00	05	31
			21	00	04	30
			22	00	07	84
		47	1/1	00	07	33
			1/2	00	04	30
			2/1	00	00	25
			10	00	11	63
			11	00	09	61
			20	00	00	76
		48	15	00	02	28
			16	00	11	13
			25	00	11	63
		57	4	00	00	76
			5	00	11	13
			6	00	02	28
			7	00	06	58
Bharthala	89	4	18	00	15	18
			23	00	10	88
		6	2/2	00	01	01
			3	00	04	55
			8	00	11	13
			13	00	08	09
			18	00	12	39

1	2	3	4	5	6	7
Bharthala	89	6	23	00	11	13
		19	3/1	00	03	81
			3/2	00	03	81
			3/3	00	03	81
			7	00	00	25
			8	00	11	13
			13/2	00	09	11
			14	00	02	53
			18/1	00	01	77
	42		12	00	02	28
			18	00	06	83
			19	00	06	58
			21/2	00	00	25
			22	00	12	90
	50		6	00	04	55
			14	00	00	25
			15/1	00	02	02
			15/2/1	00	00	25
			15/2/2	00	07	59
			16/1	00	00	25
			16/2	00	02	28
			17/1	00	09	61
			23/2	00	03	04
			24/1	00	08	85
			24/2	00	00	51
			24/4	00	01	26
	51		1	00	07	84
			2/1	00	04	30
			10	00	09	36
	55		2/2	00	00	25
			3	00	13	41
			4/1	00	00	25
			8	00	03	29
			9/1	00	05	31
			12/1	00	00	25
			12/2	00	13	41
			13/1	00	00	25
			19/1	00	05	82
			19/2	00	00	25
			69	00	01	52
			73	00	03	81
			76	00	02	53
			77	00	02	53
			78	00	01	52

1	2	3	4	5	6	7
Bharthala	89	-	409	00	04	05
Elaleon	90		14/1	00	01	01
			14/2	00	02	28
			17	00	07	59
			18	00	03	54
			23/1	00	00	51
			23/2	00	05	82
			24/1	00	04	81
			24/2	00	00	25
		22	3/2	00	08	60
			4	00	02	53
			7	00	00	51
			8	00	10	62
			13	00	11	13
			18	00	11	13
			23	00	11	13
		24	3	00	11	13
			8/1	00	05	56
			8/2	00	05	56
			13	00	11	13
			18/1	00	10	62
			18/2	00	00	51
			23	00	11	13
		35	2/2	00	00	25
			3/1	00	10	62
			3/2	00	00	51
			8/1	00	01	77
			8/2	00	04	05
			9	00	05	56
			12	00	11	63
			13	00	00	25
			19	00	11	63
			20	00	00	25
			21	00	05	82
			22	00	05	82
		37	15	00	05	82
			16	00	11	63
			24	00	01	52
			25	00	11	38
		38	1	00	10	12
			10	00	11	63
			11	00	05	82
			20	00	00	25
		50	4	00	12	65

1	2	3	4	5	6	7
Baleon	90	50	5/1	00	00	76
			7	00	09	11
			8	00	03	81
			13	00	09	36
			14	00	00	25
		-	71	00	01	52
Julah Majara	80	10	1	00	08	85
			9/1	00	01	77
			10/1	00	01	77
			10/2	00	08	85
			11/1	00	00	51
			12	00	10	62
			19	00	11	63
			22	00	11	13
		11	2/2	00	11	13
			9	00	11	13
			12/1	00	04	30
			12/2	00	06	83
			13/2	00	00	25
			19	00	11	13
			22/1	00	01	77
			22/2	00	00	51
			22/3	00	01	26
		-	35	00	01	52
Garhi Tarkhana	79	7	17/1	00	00	25
			17/2	00	06	07
			18	00	00	25
			24	00	11	63
		12	4/1	00	00	51
			4/2	00	09	86
			5	00	01	52
			6/1	00	03	81
			6/2/2	00	06	07
			7	00	01	77
			15/1	00	00	25
			15/2	00	11	63
			16	00	11	63
			25	00	08	85
		13	21/1	00	02	78
			21/2	00	00	25
		25	10/1	00	08	60
			10/2	00	03	04
			11/3	00	00	76
			11/4	00	09	61

1	2	3	4	5	6	7
Garhi Tarkhana	79	25	12/1/1	00	00	25
			19/3	00	00	76
			18/4	00	07	08
			20	00	03	81
			22/1	00	05	56
			22/2/1	00	05	56
	30		2	00	11	63
			8/4	00	01	77
			9	00	09	61
			12	00	01	52
			13/1	00	04	30
			13/3	00	06	07
			18/1	00	03	81
			18/2	00	04	30
			18/3	00	06	07
			23	00	07	08
	41		3	00	09	36
			4/1	00	00	25
			4/2	00	01	77
			7	00	00	76
			8	00	00	25
			26	00	08	60
	53		18	00	01	01
			23	00	08	09
	54		3	00	11	13
			8	00	11	13
			9	00	00	25
			13/1	00	06	83
			13/2	00	01	26
			121	00	03	04
			152	00	01	01
			154	00	08	85
			389	00	01	01
			397	00	01	77

[F. No. R-25011/1/2007-O.R.-I]

S.K. CHITKARA, Under Secy.

नई दिल्ली, 8 जून, 2007

का. अ. 1655.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, नीचे दी गई अनुसूची के स्तम्भ 1 में उल्लिखित व्यक्ति को, उक्त अनुसूची के स्तम्भ 2 में की तत्स्थानी प्रविष्टि में उल्लिखित क्षेत्र के संबंध में उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है, अर्थात् :-

अनुसूची

प्राधिकारी का नाम और पता

अधिकारिता का क्षेत्र

(1)

(2)

श्री आजाद सिंह
भूमि अर्जन अधिकारी व सक्षम प्राधिकारी
इंडियन ऑयल कॉर्पोरेशन लिमिटेड
उत्तरी क्षेत्र पाइपलाइन्स,
कापसहेड़ा नजफगढ़ रोड
बिजवासन,
नई दिल्ली-110061

दिल्ली राज्य

[फा. स. आर-25011/4/2007-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 8th June, 2007

S. O. 1655.—In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises the person mentioned in column (1) of the Schedule given below to perform the functions of the Competent Authority under the said Act, in respect of the area mentioned in column (2) of the said Schedule :-

Schedule

Name and address of the Authority

Area of jurisdiction

(1)

(2)

Shri Azad Singh
Land Acquisition Officer-cum-
Competent Authority
Indian Oil Corporation Limited,
Northern Region Pipelines,
Kapashera-Najafgarh Road,
Bijwasan,
New Delhi- 110061.

Delhi State

[F. No. R-25011/4/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 10 मई, 2007

का. आ.1656—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 47/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2007 को प्राप्त हुआ था।

[सं. एल-22012/572/1996-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 10th May, 2007

S. O.1656.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of E.C.L and their workman, which was received by the Central Government on 10-5-2007.

[No. L-22012/572/1996-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL****PRESENT**

Sri Md. Sarfaraz Khan, Presiding Officer.

Reference No. 47 of 1997.

PARTIES : The Agent, Shyamsundarpur Colliery of E.C.L., Burdwan

Vrs.

The Joint Secretary, C. V. Mazdoor Union, Cinema Road Ukhra, Burdwan.

REPRESENTATIVES

For the management : Sri P.K. Das, Advocate.

For the union (Workman) : Sri M. Mukherjee, Advocate.

Industry : Coal

State : West Bengal.

Dated, 10-04-2007

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/572/96-IR (C-II) dated 11/15-07-1997 has been pleased to refer the following dispute for adjudication by this tribunal.

SCHEDULE

"Whether the action of the management of Shyamsundarpur Colliery under Bankola Area of E.C.L. in dismissing Sh. Damodar Bouri, Explosive carrier from services w.e.f. 12-5-90 is justified? If not, to what relief is the workman is entitled and from which date?"

After having received the Order No. L-22012/572/96-IR (C-II) dated 11/15-07-97 of the said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 47 of 1997 was registered on 28-7-97 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the scheduled date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. Pursuant to the said order notices were issued to the respective parties through the registered post. Sri M. Mukherjee, Advocate and Sri P.K. Das, Advocate appeared in the Court to represent the union and the Management respectively and subsequently filed their written statement in support of their claims.

In brief compass the case of the union as per its written statement is that Sri Damodar Bouri was a permanent employee of E.C.L. having been posted at Shyamsundarpur Colliery.

The main case of the delinquent workman is that he could not attend his duty on and from 17-10-88 due to illness since long before he was suffering from headache but suddenly it aggravated on 16-10-88 due to which he become unconscious. Thereafter his family member took him to Ranchi and got him examined and treated by Dr. B. B. Singh, Dy. Superintendent, Mental & Nerve disease specialist, Ranchi, Mansik Aragyasala, Kanka, Ranchi. He remained under his treatment till 5-3-90 and he was declared fit to resume his duty. But when he came to resume his duty in the Colliery, he was not allowed and was informed that he has already been charge sheeted for his absence and an enquiry is going to be conducted against him by Sri M.S. Pandey, Enquiry Officer.

The further case of the workman is that he subsequently appeared before the Enquiry Officer along with the medical certificate and prescription and stated the entire fact compelling him to remain absent from his duty. He was held guilty for charge levelled against him for his unauthorised absence and the competent authority basing the said report of the Enquiry Officer dismissed the workman concerned.

It is also the case of the union that during his absence his family members had informed the management regarding his sickness by post. The finding of the Enquiry Officer in claimed to be perverse baseless and biased.

Besides this the workman was never served with the dismissal letter and before awarding punishment the workman was never served with the notice of show cause. Copy of Enquiry proceeding along with its report.

Lastly the quantum of punishing is claimed to be so harsh and highly disproportional to the alleged offence, so a relief has been sought by the union to set aside the order of punishment of dismissal and reinstall him into the service along with the full back wages and other consequent benefit.

On the other hand the defence case of the Management as per its written statement in short is that the purported reference as referred to by the appropriate Govt. for adjudication before this Tribunal entirely misconducted and the same is bad in the eye of law and is not maintainable.

The main defence case of the Management is that the concerned workman was charge sheeted by the Management for his unauthorized absence from duty without any prior permission or leave and on receipt the charge sheet the workman concerned submitted his explanation denying the charges levelled against him. But since the explanation submitted by the workman was not found satisfactory an enquiry officer was appointed to conduct the domestic enquiry into the said charges. The enquiry was held in presence of the delinquent workman after giving all responsible opportunities to him to defend his case. The delinquent workman was held guilty as charges framed were fully established against him.

It is also the case of Management that after going through the charge sheet, enquiry proceeding along with its report and other documents the competent authority was pleased to pass an order of dismissal of the concerned workman from his service and copy of the dismissal order was duly served upon in the concerned workman. It is denied by the Management that the delinquent workman due to his illness could not attend his duty during the relevant period of time and further claimed that the workman concerned could not justify any reasonable explanation for his unauthorized absence from duty as such the union has got no right to allege that the nature of dismissal is unjustified, vindictive or disproportionate in any manner.

The management has claimed that the order of dismissal passed against the workman concerned is just, proper and proportionate to the alleged proved misconduct and the union is not entitled to get any relief or relieves claimed by him.

In the light of the averments made in the written statement and the pleading of the parties together with the materials available on the record I find certain facts which are admitted by the parties, so before entering into the discussion of the merit of the case I would like to mention those facts which are admitted one.

It is the admitted fact that Sri Damodar Bouri, Explosive Carrier was the Permanent employee of the E.C.L. and was posted at Shyamsundarpur Colliery.

It is further admitted fact that the delinquent employee was absent from his duty w.e.f. 17-10-85 without any leave or prior permission and information to the management.

It is also the admitted fact of the parties that the workman concerned was charge sheeted on 9-2-90 for his unauthorized absence from duty and he participated in the enquiry proceeding and full opportunity was given to defend himself.

It is also the admitted fact that the workman concerned was held guilty for the alleged misconduct of an unauthorized absence for the said relevant period of the question and an order of dismissal was passed by the competent authority.

It is also the admitted case of the parties that the workman concerned had produced Medical Certificate along with the prescription of the doctor during course of the enquiry proceeding.

It is also the admitted fact that there is no charge sheet against the workman concerned for being habitual absentee.

It is the settled principles of law that the fact admitted need not be proved. Since all the aforesaid facts are admitted one so I do not think proper to discuss the same in detail.

From perusal of the record it transpires that on 1-9-98 a hearing on the preliminary point was made by my predecessor and an order holding the Enquiry proceeding just fair and valid was passed and the case was fixed for final hearing of the same on merit of the case. The final hearing was concluded on 17-8-05 and the award was kept reserved for order.

From the side of the management a plea has been taken in paras 1 & 2 of the averments of the written statement that the instant reference is bad in the eye of law as the same is not legally maintainable. It is also pleaded that in view of the facts and circumstances the case, the dispute is misconceived one. But the aforesaid issue was either raised nor pressed by the side of management during the course of the final hearing of the case. The management has also not examined any oral witness or tendered any documents in this regard. As such I do not find any defect in the maintainability of this reference and facts of the case very well come under this purview of the Industrial Dispute Act, 1947. The Govt. of India through the Ministry of Labour has rightly referred the dispute to this Tribunal for its adjudication and as such this issue is decided against the management.

The record goes to show that none of the parties has examined any person as oral witness in support of their

claims rather they have tendered some Xerox copies of the documents. The management has filed the xerox copy of the charge sheet, domestic enquiry proceeding along with the findings of the Enquiry Officer and the letter of dismissal order of the workman concerned passed by the competent authority. These documents are admitted one as they are the official orders and the contexts and genuineness of the same has not been challenged by the Union. On the other hand the union has also filed the Medical Certificate issued by Dr. B.B. Singh, Rtd. Superintendent, Ranchi Mansik Arogyasala, Kanke, Ranchi. Beside this four sheets of the prescription issued by Dr. B.B. Singh of different date have been filed in support of the fact that the workman concerned was sick during the relevant period of his unauthorized absence under this compelling circumstance beyond his control. The management has nowhere challenged the genuineness of the documents in its pleading or during the course of hearing of the case. Simply it has been denied that workman concerned was absent from his duty during the relevant period due to illness or on medical ground but no any cogent reason has been assigned by the management in support of this above contention on perusal of the enquiry proceedings along with its report it transpire that the delinquent employee was charge sheeted for his unauthorized absence from his duty w.e.f. 17-10-88 to 9-2-90 i.e. for about one year and four months without any leave or permission and information to the management. It is also clear that from the findings of the Enquiry Officer that the delinquent employee had not submitted his explanation to the charge sheet issued against him. But this has been wrongly pleaded in para 3 of its pleadings that the workman concerned had submitted his explanation denying the charges leveled against him and due to his explanation being found unsatisfactory an Enquiry Officer was appointed for holding domestic enquiry. Its further clear from the findings of the Enquiry Officer and the statements of the witnesses examined from the side of both the parties that the delinquent employee was unauthorisely absent for his duty since 17-10-88 without any sanctioned leave, without any prior permission and information to the management. Sri Hira Bouri, Explosive Carrier (D.W.1) during his statements before the Enquiry Officer had stated that Sri Damodar Bouri delinquent employee was not in normal condition of mental state. It is also clear from the report of the Enquiry Officer that the delinquent employee had filed the Medical Certificate and the prescription during the course of enquiry proceeding. It is admitted in the findings of the Enquiry Officer that the workman concerned had stated before him in his statement that he could not attend his duty due to his mental illness and he could also no inform the management regarding his absence. The averments made in para 9 of the pleading of the Union is contracted by the statement of the workman concerned given before the Enquiry Officer. No chit of paper or any oral witness has been examined by the Union in support of his contention that by post the family members had

informed the management regarding the sickness of the workman concerned during the relevant period of his absence.

However having gone through the entire facts circumstance, enquiry proceeding along with the findings of the Enquiry Officer I found that the delinquent employee was admittedly absent from his duty w.e.f. 17-10-88 to 9-2-90 i.e. about one year and four months continuously with out any sanctioned leave or prior permission and information to the Competent Authority. The Enquiry Officer had rightly held him guilty for an unauthorized absence with out any leave or prior permission and information to the management and in the light of the aforesaid prevailing facts the concerned workman deserve some suitable punishment for the said proved misconduct as per the prescribed provision of the model standing order applicable to the establishment.

Now the next main point for consideration before the Court is to see as to how far the punishment of dismissal awarded to the concerned workman by the Management is just proper and proportionate to the alleged nature of misconduct proved.

Heard the learned lawyer of both the parties in detail on aforesaid point in issue. It was submitted by the learned counsel of the Union that it is a simple case of an unauthorized absence and the absence from duty during the relevant period is sufficiently explained and the reason of absence supported with medical certificate and the prescription are sufficient and relevant one. The Enquiry Officer in his findings has also not even whispered a word that the unauthorized absence was without any sufficient cause. The Medical Certificate granted by Dr. B.B. Singh, Mental and Nerve disease specialist then Dy. Superintendent, Mansik Arogyasala, Kanke, Ranchi and the prescription dated 20-10-88, 22-12-88, 25-2-89, 27-5-89 to 28-8-89, 1-12-89 to 5-3-90 go to show that the delinquent employee was suffering from Mental illness (Depression) and was under his treatment w.e.f. 20-10-88 to 5-3-90. I find much force in the argument of the lawyer for the Union. In course of the Enquiry proceeding the delinquent employee Damodar Bouri has categorically stated before the Enquiry Officer that he was badly sick and his mind was out of order so he could not sleep and was suffering mentally. He had admittedly produced the Medical Certificate and its prescription for the treatment by the specialist doctor of Mental Hospital, Kanke, Ranchi. Sri Hira Bouri, Explosive Carrier a witness before the Enquiry Officer has also supported the facts that Damodar Bouri, Ex carrier was not in a mental state of mind from 17-10-88. He was refused to be cross-examined by the Management representative. As such the evidence of the witness remained intact supporting the version of the Union. In the finding of the Enquiry Officer it is stated that the workman took the plea of mental disorder as the reason of absence from duty but he could not prove it in paper. It is

apparent from the enquiry proceeding and the report of the Enquiry Officer that the workman had filed the Medical Certificate along with your treatment prescription issued by the specialist doctor of the Mental Hospital. It is also admitted that the workman had examined one co-workman Hira Bouri, Explosive Carrier as an oral witness who had categorically stated that the workman concerned Damodar Bouri, Explosive Carrier was not in a mental state of mind from 17-10-88. The management representative in the Enquiry Proceeding refused to cross-examine him on the said point. The statement of the witness examined by the workman concerned remain intact un rebutted. The Medical Certificate, treatment prescription and the oral evidence were sufficient prove of the ground of absence of the delinquent employee from his duty during the relevant period. I fail to understand as to what more paper to prove was required by the Enquiry Officer. The non-consideration of the relevant documents and ignoring the statement of Hira Bouri, Explosive Carrier before the Enquiry Officer go to indicate vindictive attitude and the malafide intension as well in the aforesaid prevailing facts I am convinced to hold that the delinquent employee was absent from his duty during the relevant period under the compelling circumstance beyond his control.

During the course of argument it was further submitted that the workman concerned has got unblamish record during his service tenure and since there has not been any complain of any nature of misconduct either by unauthorized absence or any other sorts of misconduct, so the management has also not charge sheeted him for habitual absenteeism nor any chit of paper in this regard has been filed in the Court nor there is any pleading in this contexts as well. So in the prevailing fact it can be easily concluded that it is the first offence of the workman which has been sufficiently explain and supported with this oral evidence and the medical certificate along with prescription paper indicating the compelling circumstance beyond the control of the workman.

The learned lawyer for the union further argued that it is a simple case of first unauthorized absence under the compelling circumstance which can not be said to be a gross misconduct warranting the penalty of the order of dismissal of the workman. At the same time the attention of the Court was drawn towards the provision the Model Standing order where the extreme punishment prescribed is dismissal as per the gravity of the misconduct and it was claimed that the extreme penalty can not be imposed upon the workman in such a minor case of alleged proved misconduct of an unauthorized absence. The point of the argument of the learned counsel of the union appears to be reasonable and convincing.

It has been several times clearly observed by the different Hon'ble High Court and the Apex Court as well that before imposing a punishment of dismissal it is necessary for the disciplinary authority to consider Socio

economic back ground of the workman; his family back ground, Length of service put in by the employee, his past record and other surrounding circumstance including the nature of the misconduct and lastly the compelling circumstance to commit the misconduct. These are the relevant factors which must have to be kept in mind by the Competent Authority at the time of imposing the punishment which is of course not done by the management in this case.

The management will admit the fact that the workman concerned is an illiterate man of Bouri by Caste who is the member of the Scheduled Caste being the member of the weaker section of the society. He is admittedly financially weak and poor who has suffered a lot for about so many years, It is laid down under clause 27(i) (Page 15) of the Model Standing Order where various minor punishment have been prescribed to be awarded accordingly for the gravity of the misconduct. I fail to think as to why only maximum punishment available under the said Clause should be awarded in the present facts and circumstance of the case. It has been observed by the Apex Court that justice must be tempered with mercy and that the delinquent workman should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management. However I am of the considered view that the punishment of dismissal for an unauthorized absence under the compelling circumstance and without any malafide intention is not just and proper rather it is too harsh a punishment which is shockingly disproportionate to the alleged misconduct proved. Such a simple case should have been dealt with leniently by the management. In this view of this matter I think it just and proper to modify and substitute the same by exercising the power under section 11 (A) of the Industrial Dispute Act, 1947 to meet the ends of justice and as such the impugned order of dismissal of the concerned workman is hereby set aside and he is directed to be reinstated with the continuity of the service and in the light of the prevailing fact, circumstance and the misconduct proved for which the punishment of dismissal was imposed on the workman concerned. I think it appropriate that the delinquent workman be imposed a punishment of stoppage of three increments with cumulative effect. It is further directed that the workman concerned will be entitled to get only 30% of the back wages which will serve the ends of justice. Accordingly it is hereby.

ORDERED

that let an awarded be and the same is passed on contests in favour of the delinquent employee. Send the copies of the award to the Ministry of Labour for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 14 मई, 2007

का. आ. 1657—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कैलॉजिकल सर्वे ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 45/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2007 को प्राप्त हुआ था।

[सं. एल-42011/121/99-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 14th May, 2007

S. O. 1657.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Archaeological Survey of India and their workmen, which was received by the Central Government on 14-5-2007.

[No. L-42011/121/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, NO. 1, NEW DELHI

I. D. No. 45/2000

In the matter of dispute between :

Smt. Shanti Devi and Smt. Santosh Devi,
Through Shri Subhash Chand Dubey,
Secretary, Bhartiya Labour Union,
(Regd. No. 2410), E-11/77, New Colony,
Hauz Rani, Malviya Nagar,
New Delhi-110017.

Workmen

Versus

Director General,
Archaeological Survey of India,
Horticulture Division No. II,
Safderjung Tomb,
New Delhi-110003.

Management

Appearances : None for workmen.

Shri Gyaneshwar, Advocate A/R for
Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42011/121/99/IR/(DU) dated 3-3-2000 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action the Director General and the Dy. Superintending Horticulturist, Archaeological Survey of India, Horticulture Division No. II, New Delhi in stopping from services on verbal orders to Smt. Shanti Devi, Mali and Smt. Santosh Devi, Mali w.e.f. 25-10-97 is reasonable, valid, legal and justified? If not, to what relief they are entitled?"

2. Perusal of the record shows that both the workmen last appeared in this case on 25-4-2006 and thereafter neither any of the workmen nor anybody on their behalf has appeared on 3-7-2006 and subsequent hearings on 5-9-06, 28-11-06, 21-2-07 and 8-5-07. It appears that the workmen are not interested in prosecution of the reference giving rise to the presumption that none of the workmen dispute the legality and justification of the action in reference. Hence a No Dispute Award is passed. File be consigned to record room.

Dated : 8-5-07

SANT SINGH BAL, Presiding Officer

नई दिल्ली, 18 मई, 2007

का. आ. 1658—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 133/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2007 को प्राप्त हुआ था।

[सं. एल-41012/42/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2007

S. O. 1658.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on 18-5-2007.

[No. L-41012/42/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, CUM-LABOUR COURT, LUCKNOW
PRESENT

Shrikant Shukla, Presiding Officer

I.D. No. 133/2002

Ref. No. L-41012/42/2002-IR(B-I) dated : 25-7-2002

BETWEEN

Shri Goverdhan Singh, S/o Late Sh. Bansh Gopal, Porter
Village-Chinta Ka Purva, Post-Teuja, Distt. Fatehpur

AND

The Divisional Railway Manager, Northern Railway,
Divisional Office, Allahabad (U.P.)-211006.

AWARD

The Government of India, Ministry of Labour vide their order No. L-41012/42/2002-IR (B-I) dated: 25-7-2002 has referred following dispute for adjudication to the Presiding Officer, Central Government Industrial Tribunal cum-Labour Court, Lucknow for adjudication:

“क्या मण्डल रेल प्रबन्धक, उत्तर रेलवे, मण्डल कार्यालय, इलाहाबाद द्वारा कर्मकार श्री गोवर्धन सिंह आत्मज श्री स्व. वंश गोपाल को दिनांक 21-1-98 से सेवा से निष्कासित करना न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है ?”

The worker's case in brief is that he was employed at the post of Porter with the Asstt. Station Master, Block Hut, H.H. since 14-8-93. The worker proceeded to his village on 3-9-95 where he was busy in treatment of his mother and accordingly sent the information to the Traffic Inspector, Itawah and also to Station Master, Phaphund & Asstt. Station, Block Hut, H.H. and requested for leave. However, the worker was not communicated the sanction or rejection of leave. While the worker was not so absent he received charge sheet standard form No. 5 letter T/Goods/T4/97-106 dated 14-5-97 through registered post, but the same was not signed nor there was any statement of charge with it. Accordingly the worker informed Station Master, NR, Phaphund. The worker received letter dated 7-11-97 of Station Master, Phaphund in which the worker was asked to participate in inquiry on 7-11-97. After receiving the said letter the worker sent a letter to the department on 17-11-97 regarding worker's unawareness about charges levelled against him. The worker also informed that his mother is seriously ill and is busy in her treatment and shall inform after recovery from sickness. The opposite party proceeded with the ex-parte inquiry and the worker was removed from the service by order dated 21-1-98. The worker has alleged that he did not receive the charge sheet containing article of charges before removal order dated 21-1-98 and has alleged that the same is illegal and improper. The worker has therefore, alleged in the statement of claim that the said order be set aside and entire proceedings be declared as unconstitutional. The worker has prayed for reinstatement with all consequential benefits.

The opposite party has filed written statement and has submitted that charge sheet was served on the worker. It is also stated the from the report of the Station Master, Block Hut (HH) it came to be known that the worker

Goverdhan Singh, Porter of Block-Hut (HH) has been continuously absent from his duty since 4-9-95. Since the worker was continuously absent from his duties the standard for SF-5 was sent through registered post to the worker at his permanent address and a notice was also affixed at his place of working in the presence of two witnesses. It is also submitted that he worker received the SF-5 on 27-6-97 and yet no reply has been received from the worker. The competent authority appointed Shri R.C. Shukla, Station Suptd., Phaphund as investigation officer and sent its information to the worker at his residence through registered post for hearing before the investigating officer on 4-10-97 and on 7-11-97 but the said registered letter was returned with the remark that he has gone somewhere and later the said registered notice of the investigating officer was returned with the remark that due to mother's illness the workman is going out of station and after waiting for some time the said notice was also pasted on the notice board before the two witnesses. On 21-1-98 the investigating officer proceeded ex-parte on not receiving any reply from the workman and also passed his order for removing the worker from service. It is submitted by the opposite party that the worker has neither filed any appeal or revision before the investigating officer as a result of with the question of any reinstatement of the worker does not arise. The written statement was accompanied by the affidavit of Vijay Kumar Srivastava, Head Clerk Transportation Branch, NCR, Allahabad.

The worker appeared on 14-11-2002 but he did not appear on 8-1-2003, 6-3-2003, 5-5-2003, 4-6-2003, 5-6-2003, 20-6-2003 and 1-8-2003 with the result the Court ordered the case to proceed ex-parte against the worker and 4-8-2003 was fixed for ex-parte for hearing. The worker remained absent on 4-8-2003, 5-8-2003 and therefore, the case reserved for award. However, on 1-6-2004 the Court again ordered the issuance of notice of parties and fixed 2-8-2004 for argument. The worker appeared on 2-8-2004 and therefore, 8-11-2004 was fixed for argument.

The worker though appeared on 8-11-2004 but moved adjournment application, therefore, 24-1-2005 was fixed for arguments.

The worker remained absent on 24-1-2005 however, the representative of the worker sought adjournment therefore, 28-1-2005 was fixed for argument. The worker remained absent on 28-1-2005, 14-2-2005.

On 14-2-2005 the representative of worker moved an application paper No. C-17 for setting aside the order regarding ex-parte proceeding against the worker and also requested for filing rejoinder. The application was accompanied with worker's affidavit.

On 12-7-2005 the Court ordered that the order to proceed ex-parte against the worker may be recalled provided the worker pays Rs. 1000/- as cost to the opposite party within 15 days and 1-8-2005 was fixed for compliance

of the order. The worker did not comply the order dated 12-7-2005 till 1-8-2005 nor he appeared personally. However, the representative of the worker sought adjournment. It is noteworthy that on 1-8-2005 the court directed the worker to appear and file affidavit regarding sickness of his mother on 8-8-2005. But the worker did not appear on 8-8-2005 or any subsequent date therefore, 20-1-2006 was fixed for argument. The worker appeared on 20-1-2006 but since the Presiding Officer was holding Camp Court at N. Delhi therefore, 3-4-2006 was fixed for arguments. On 3-4-2006 the worker remained absent and an application was moved on behalf of the worker by his representative that his mother died on 30-3-2006. The Court on the said application fixed 17-4-2006 for hearing and also directed the worker to provide the death certificate, but on 17-4-2006 the worker did not appear. The again moved adjournment application D-26 without complying previous orders of the Court, therefore, D-26 was rejected and 11-9-2006 was fixed for arguments. The worker absented as usual and therefore 4-10-2006 was fixed for hearing/argument. On 4-10-2006 an applicaion D-27 was moved by the worker, wherein it was stated that he is ready to pay the cost but no one was present on behalf of opposite party therefore, 1-11-2006 was fixed for argument. Worker absented on 1-11-2006, 21-12-2006 and even today. In the circumstances there is no other option than to dispose of this case on the basis of evidence present on the record.

None appered to argument the case.

It is admitted fact that the worker continuously remained absent since 4-9-95. It is also admitted fact that the worker was so absent therefore, he was sent charge sheet dated 14-5-97 through registered post. It is also admitted fact that the worker received communication from Station Master, Phaphund to present before investigating officer on 4-10-97. It is also admitted fact that the worker did not participate in inquiry proceedings and the worker was terminated *vide* punishment order dated 21-1-98. The worker has not been able to prove his allegation that he does not receive the charge sheet under the signature of Disciplinary Authority. The worker also failed to prove that the charge sheet did not contain articles of charges. The worker had pleaded that he sent a letter dated 17-11-97 to the department that the charge sheet is not containing signatures of Disciplinary Authority and also that articles of charges are not mentioned in the charge sheet and also he wrote a letter to the department that his mother is seriously ill and therefore, as soon as she recovers he will contact. It was the worker to prove facts alleged in the statement of the claim but he has not done so. On the contrary the department has proved that its investigating officer sent notices to the worker for appearing before the departmental inquiry but the worker did not turn up, therefore, the investigating officer proceeded *ex-parte* on 21-1-98. In the circumstances if the worker has been terminated from service on 21-1-98 due to his long absence from service,

therefore, it cannot be held illegal or unjustified. Issue is, therefore, answered in affirmative in favour of the DRM, NR and against the worker. The worker is, therefore, not entitled to any relief whatsoever.

Lucknow

09-05-2007 SHRIKANT SHUKLA, Presiding Officer
नई दिल्ली, 18 मई, 2007

का. आ. 1659.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 218/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-05-2007 को प्राप्त हुआ था।

[सं. एल-41012/218/2003-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2007.

S. O. 1659.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 218/2003) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on 18-5-2007.

[No. L-41012/218/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT

Shrikant Shukla, Presiding Officer

I.D. No. 12/2005

Ref. No. L-41012/218/2003-IR (B-I) dated : 5-4-2005

BETWEEN

The Divisional Organization Secretary Uttar Railway
Karmchari Union 283/63, Kha Garhi Kannaora (Premwati
Nagar) PO-Manaknagar, Lucknow-226001.
(In the matter of Shri Ahmad Ali)

AND

The Sr. Divisional Personnel Officer Northern Railway
DRM Office, Hazratganj, Luknow-226001.

AWARD

The Government of India, Ministry of Labour *vide* their order No. L-41012/218/2003-IR (B-I) dated : 5-4-2005 has referred following dispute for adjudication to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow for adjudication.

“क्या प्रबन्धन उत्तर रेलवे, लखनऊ द्वारा श्री अहमद अली पुत्र श्री पीर अली डीजल सहायक को वर्ष 1983-84 के चैनल को समायोजित न करके वर्ष 1991-92 के चैनल को समायोजित करना उचित तथा न्याय संगत है ? यदि नहीं, तो कर्मकार किस अनुतोष को पाने का अधिकारी है ?”

The trade union case is that worker Shri Ahmad Ali was appointed as substitute cleaner on 25-8-77 in Loco Shed, Northern Railway, Lucknow and he completed 1496 working days till 3-9-81. Worker was removed illegally from work on 4-9-81. The trade union espoused dispute which was registered as industrial dispute (ID No. 48/83) in the Central Government Industrial Tribunal-cum-Labour Court, Kanpur. The award was passed in favour of the worker for reinstatement with back wages. It is pointed out that even before the award was passed the worker was reinstated vide letter E/W-B/I.D./Court/83. The administration of the railway regularized the services of junior workmen who completed 120 days work vide letter No. 220E/1-5/Screening/82-83 dated 6-8-84, but the worker was left out who completed 1197 days work till 30-9-81 and he has not been call for empanelment of the year 1983-84, which is in violation of the provisions of Industrial Disputes Act, 1947 and the rules of Railways.

Trade union has also referred the cases of workers Shri Amarjeet Singh and Sh. Abdul Aziz, whose names found at Sl. No. 3 and 2 of I.D. No. 48/83. It is submitted that the Central Administrative Tribunal passed the orders of adjustment of the said two workers in the panel of year 83-84 vide their orders dated 26-4-93 in O.A. No. 466/91 and dated 25-4-2001 in O.A. No. 510/93. Similarly this Central Government Industrial Tribunal-cum-Labour Court vide its award passed in 101/2000 dated 9-10-2001 & ordered for empanelment of Chandra Mohan in the panel of 83-84 with all its benefits. Name of Chandra Mohan finds its place on Sl. No. 29 of I.D. No. 48/83. Accordingly it is prayed that the worker Ahmad Ali may also be paneled in the panel of 1983-84. Trade union has filed photo stat copies of following documents :

1. Copy of award passed in I.D. No. 48/83.
2. List of workers, which were filed by the Railway Administration in I.D. No. 101/2000.
3. Screening No. 220E/1-5/Screening/82-83 dated 6-8-84.
4. Letter No. E/1-5/3/92 CAT dated 30-9-93.
5. Order passed in O.A. 466/91 (L) dated 26-4-93.
6. Order passed in O.A. 510/93 dated 25-4-2001.
7. Award dated 9-10-2001 passed in I.D. No. 101/2000.

The opposite party has denied that the worker was appointed by the Competent Authority on 25-8-77 nor the worker worked. Adjudication of I.D. case No. 48/83 by the Central Government Industrial Tribunal-cum-Labour Court is also not disputed. It is also not disputed that the worker was reinstated. However, it is denied that the

workman worked for 1197 days. It is not disputed that orders were passed in O.A. No. 466/91 and 510/93, as also I.D. No. 101/2000, but the opposite party has stated that the above orders have been challenged by the railways in writ petition at Hon'ble Allahabad High Court and final verdict is yet to be delivered. It is submitted that the reference order is illegal and is barred by *res judicata*. Since neither the Presiding Officer of the Court nor the High Court has directed for empanelment, therefore, the claim is beyond jurisdiction.

Trade union has filed photo stat copies of following documents :

1. Order of Hon'ble High Court of Judicature at Allahabad passed in Writ Petition No. 68/2000, Union of India and another Vs. Abdul Aziz dated 29-3-2006.
2. Order of Hon'ble High Court of Judicature at Allahabad passed in review Petition No. 129/2006, Union of India and another Vs. Abdul Aziz dated 29-8-2006

Trade union has examined the worker Ahmed Ali where opposite party has examined Shri Prashant Rai.

Heard representatives of parties and perused evidence on record.

It is not disputed that the Central Government Industrial Tribunal-cum-Labour Court, Kanpur in I.D. No. 48/1983 between Zonal Working President, Uttar Railway Karmchari Union, Lucknow and Divisional Railway Manager, Northern Railway passed an award on 1-1-87. The issue in the said Industrial Dispute was as under :

“Whether the action of railway administration in relation to their Loco Shed, Northern Railway, Lucknow in terminating the services of the following 207 workers in annexure w.e.f. 4-9-1981 is justified? If not, to what relief is the said workmen are entitled?”

Award was published on 19-2-87. The copy of award and the notification along with the enclosure are paper No. 3/1 to 3/17. The Presiding Officer while adjudicating the reference has held that the termination of the services w.e.f. 4-9-81 would be *viod-ab-initio* and the workman will be entitled to reinstatement in service with full back wages. The award annexed with the list of 207 workers. The relevant workers are reflected in the list as follows :

S.No.	Name	Date of termination	Date of appointment
2.	Shri Abdul Aziz	4-9-81	10-3-79
3.	Shri Amarjeet Singh	4-9-81	12-6-79
4.	Shri Ahmed Ali	4-9-81	25-8-77
29.	Shri Chandra Mohan	4-9-81	15-3-78
121.	Shri Pratap Bahadur	4-9-81	10-5-76

It is admitted fact that before passing of the award the workman, Ahmad Ali was reinstated under letter No. E/WB/ID case/83. Workman has stated in the examination-in-chief that he was reinstated on 4-8-83. It is noteworthy that award was passed on 19-2-87. There is no denial that the worker was reinstated on 4-8-83, even before the award was passed.

4. It is proved by the evidence that the worker Amarjeet Singh whose name is at Sl.No. 3 and who was appointed on 12-6-79 filed an OA No. 466/91 CLS. Amarjeet Singh vs. Union of India for promotions. In the said case on 26-4-1993 Central Administrative Tribunal, Lucknow passed order. Respondents in the said case alleged that as in the year 1982, he was not working and as such he could not be screened by the screening board and placed him in the panel of persons for promotion and the benefit arises only after screening. Hon'ble Tribunal held that the applicant was to be continuing to work and in fact he continued work. It may be that he was not working in the year 1982 because of his wrong termination, but as he was deemed to be continuing in service there appears to be no reason as to why his screening should not have taken place along with the other candidates. Accordingly Hon'ble Tribunal directed the respondents to consider the case of the worker for screening in the year 1982 where worker was screened and others were not screened. Tribunal further directed that if the worker is found to be fit he will be given notional promotion from the date others were given promotion and actual promotion from the date of promotion.

Shri Abdul Aziz whose name is found at serial No.3 also filed original application 510/1993 Abdul Aziz vs. Union of India and DRM, NR, Lucknow before the Central Administrative Tribunal. Hon'ble Tribunal on 25-4-81 passed similar order.

5. Further for the benefit of Chandra Mohan whose name is at Sl. No. 29, trade union espoused the dispute and the Government of India, Ministry of Labour referred the matter for empanelment of the worker for including the name in the seniority list of 1983. The reference was registered as ID No. 101/2000 at Central Government Industrial Tribunal-cum-Labour Court, Lucknow. The Presiding Officer passed an award that Chandra Mohan is entitled to be considered for placing him in the seniority list of 1983 over his juniors subject to his suitability.

Aggrieved from the order of Hon'ble Tribunal, Union of India & DRM, NR, Lucknow filed writ petition No. 68/2002(SB) against the worker Abdul Aziz, which was dismissed on 20-3-2006. The Railway administration filed Review Petition No. 29/2006 Union of India & DRM, NR vs. Abdul Aziz and another before the Hon'ble High Court which too was dismissed on 29-5-2006.

Pratap Bahadur whose name is found at Sl. No. 121, also espoused the claim through Trade Union for inclusion

of his name in the panel of 1983-89. The order of reference was registered at Central Government Industrial Tribunal-cum-Labour Court, Lucknow as I.D. No 28/2004 between Divisional Organization Secretary, Lucknow and Sr. Divisional Mechanical Engineer, NR, DRM Office, Lucknow. And this Tribunal passed the award on 9-10-2006 holding that the action of management in non-empanelling the name of Pratap Bahadur in the panel of 1983-84 is not proper and justified.

The cases are identical in nature.

The railway administration has tried to argue that since, the award dated 1-1-87 passed in I.D. case No. 48/83 is silent on the issue of empanelment, therefore, it should be taken for granted that the Central Government Industrial Tribunal-cum-Labour Court refused to grant the relief of empanelment and as such the present dispute is barred by *res judicata*. It has to be borne in mind that the trade union demanded that the termination dated 4-9-81 was illegal and unjustified. The Tribunal agreed and held that the termination order is *void-ab-initio* and also that the workers are entitled to full back wages, but before the passing of award the railway administration took the worker back in the service. Hon'ble Tribunal has passed the orders after considering all pros and cons.

While perusing the award I perused I.D. case No. 28/2000 between Pratap Bahadur and Sr. Divisional Mechanical Engineer, Northern Railway, Lucknow. There is no question to differ from the said case as the same is identical in nature.

It is true that the worker has been empanelled in 1992 but, there is no justification in ignoring his empanelment in the panel of 83-84. As he was illegally terminated from the services on 4-9-81. Though the management of the railways engaged him again on 4-8-83. It is none of the fault on the part of the worker.

On the discussions above, I come to the conclusion that action of the management in not empanelling worker Ahmad Ali in 83-84 is not proper and just and therefore, issue is decided against the management of railways and the worker is entitled to be considered for empanelment in the panel of 83-84 after complying the due procedure within a month from the passing of award and publication of the notification thereto. The worker shall also be entitled to all consequential benefits, which accrued to workers junior to him. Award passed accordingly.

Lucknow
4-5-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 18 मई, 2007

का. आ.1660—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेमन को.आ. बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के

बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1, मुम्बई के पंचाट (संदर्भ संख्या 68/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-05-2007 को प्राप्त हुआ था।

[सं. एल-12012/246/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2007

S. O. 1660.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (68/2003) of the Central Government Industrial Tribunal Court-I, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Memon Co-op. Bank Ltd. and their workmen, which was received by the Central Government on 18-5-2007.

[No. L-12012/246/2003-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI PRESENT

Justice Ghanshyam Dass, Presiding Officer

REFERENCE No. CGIT-68 OF 2003

Parties: Employers in relation to the management of
Memon Co-op. Bank Ltd.

And

Their workmen

Appearances:

For the management : Mr. Hegde, Adv.

For the workman : Mr. Shivdasani, Adv.

State : Maharashtra

Mumbai, the 4th May, 2007

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12012/246/2003 IR(B-I) dated 14-11-2003. The terms of reference given in the schedule are as follows:

“Whether the action of management of Memon Co-op. Bank Ltd., Mumbai in dismissing the services of Shri Bala Sundara Pandian w.e.f. 25-1-2003 after imposing penalty, is justified? If not, what relief Shri Bala S. Pandian is entitled to?”

2. Mr. Bala Sundara Pandian (hereinafter referred to as the workman) filed the Statement of claim dt. 26-3-2004

praying for reinstatement in services of the Bank with full back wages, continuity of service and all consequential benefits w.e.f. 25-1-2003.

3. During the pendency of the instant matter; the law laid down by the Honourable Supreme Court in Bharat Co-operative Bank's case Appeal (Civil) No. 1542 of 2007 decided on 22-3-2007, has come wherein it has been held that the appropriate Government so far as the Bank is concerned is not the Central Government but the State Government. Hence this Central Govt. Industrial Tribunal ceases to have jurisdiction to entertain the matter. The reference has become bad. It is accordingly liable to be dismissed.

The matter is accordingly disposed of. Parties may approach proper Government for necessary action/proceedings.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 18 मई, 2007

का.आ. 1661.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 74/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/126/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2007

S.O. 1661.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relations to the management of State Bank of India and their workman, which was received by the Central Government on 18-5-2007.

[No. L-12012/126/2002-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESHWAR

PRESENT

Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute case no. 74/2002

Date of Passing Award—25th April, 2007

BETWEEN

The Management of the Branch Manager,
State Bank of India, Gupti Branch, At/Po.
Gupti, Via. Rajnagar, Dist. Kendrapara

...1st Party-Management

Their Workman, Shri Dilip Kumar Mahalik,
S/o. Sukadev Mahalik, Vill./Po. Alava,
Via Pattamundai, Dist. Kendrapara.

...2nd Party-Workman

APPEARANCE

Shri N.B. Madhab, : For 1st Party-Management
Deputy Manager-Law.

Shri Dilip Kr. Mahalik : For 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-12012/126/2002/IR (B-I), dated 27-8-2002 :—

“Whether the action of the Management of State Bank of India, Gupti Branch in terminating the services of Shri Dilip Kumar Mahalik and engaging an outsider on the said post is justified? If not to what relief the disputant is entitled?”

2. The shortly case of the workman is that during 1995 to 1997 he was engaged as a Canteen Boy on daily wage basis in the Canteen of the Management Bank at Gupti and then as Sweeper and Messenger from time to time for a total period of 691 days in between 2-6-1997 to 20-9-1999. When a regular post of Sweeper-cum-Messenger fell vacant in September, 1990 he made a representation for the said post but ultimately he was disengaged from 21-9-1999 without payment of any terminal benefits or advance notice. Therefore he filed O.J.C. 3476/2001 before the Hon'ble High Court. As per the direction of the said Court the Management having considered his pending representation rejected the same for which he raised an Industrial Dispute culminating the same in the present reference. It is claimed by the workman that since he was terminated without any retrenchment benefits or notice he is entitled to be reinstated in service with continuity of service and past benefits.

3. In reply to the above stand of the workman the Management in his Written Statement has averred that the workman was no doubt engaged as a Canteen Boy during 1995 to 1997 but it is purely on temporary and daily wage basis. As regards his subsequent engagement as a Sweeper-cum-Messenger it is averred by the Management that during 1997 to September, 1999 the Workman was simply engaged intermittently against some leave and other temporary vacancies as and when required and therefore on the posting of a regular recruit Shri Hrushikesh Dalai

his further engagement was not necessary and as such he was disengaged his last engagement as Messenger being against a transfer vacancy. Alternatively it is further contended by the Management that since in none of the years the workman had worked continuously for 240 days there was no necessity on the part of the Management either to pay retrenchment compensation or notice in advance before such disengagement.

4. On the basis of above pleadings of the parties the following issues were framed:

ISSUES

1. Whether the reference is maintainable?
2. Whether the action of the Management of State Bank of India, Gupti Branch in terminating the services of Shri Dilip Kumar Mahalik is justified?
3. Whether any outsider has been engaged in place of Shri Mahalik?
4. To what relief the disputant is entitled?

5. To substantiate his case the workman has examined himself as W.W. 1 besides producing some documents marked Ext.-1 and 2. The Management on the other hand has examined one of its officers as M.W. 1 besides providing some documents marked as Ext.-A to F.

Issue No. 1 :

6. No evidence worth the name has been adduced by the Management as to the non-maintainability of the reference and therefore this Issue is answered affirmatively.

Issue Nos. 2, 3 and 4 :

7. These issues are taken up together as they are inter-dependant. It is admitted by the Management that initially the workman was engaged as a Canteen Boy during 1995 to 1997. The evidence of the Management Witness (M.W.-1) shows that the Canteen where the workman was engaged was run by a Local Implementation Committee formed by the Management Bank. This Canteen was running with the grants provided by the said bank to provide food articles to the staff at a subsidized rate. His evidence further shows that the concerned Branch Manager of the Bank used to head that Committee and the persons like the workman engaged in such canteen by the said committee were paid their remuneration from out of the earnings and grants received by the Canteen. In such circumstances the engagement of the workman in the Canteen cannot be considered as an engagement under the establishment of the Management.

8. As regards his subsequent engagements the workman claims that while working as a Canteen Boy he was engaged in the establishment of the Management Bank as a Sweeper some times in 1997 on daily rate basis against leave vacancy of a permanent staff for a period of 90 days and thereafter was again engaged intermittently some times

as Sweeper and other times as Messenger against transfer vacancy of some regular staff. The Management Witness No. 1 while agreeing to the same states that the workman was engaged during 1997 to 1999 as a Sweeper and Messenger intermittently against the transfer vacancy of a regular Sweeper-cum-Messenger. Ext.-1 the service Certificate granted by the Management shows that from June 1997 to Sept. 1999 the workman was engaged every month almost on all working days as Sweeper in one part of a month and in another part as Messenger. During Cross Examination the Management Witness fairly conceded that the number of working days as shown in Ext.-1 is exclusive of the holidays. Therefore, from Ext.-1 it can be deduced that the workman was continuously engaged in the establishment of the Management from June 1997 till he was disengaged from 21-9-1999. The evidence of the management Witness shows that while working against a Transfer Vacancy of a regular Sweeper-cum-Messenger the workman was disengaged on the posting of a newly recruited employee named Hrushikesh Dalai. The workman in his evidence also says that he was working against a transfer vacancy of a regular staff. This shows that the workman was totally aware of his short lived engagement and such temporary engagement against leave vacancy or transfer vacancy being of different character the disengagement of a person working temporary against such post on the posting of a regular incumbent can not be termed as retrenchment so as to attract the provisions of Section 25-F of the Industrial Disputes Act. Therefore, considering the nature of engagement of the workman it is held that the action of the Management in refusing to give further engagement to the workman is not at all bad under law.

9. Accordingly it is held that the action of the Management is not open to be criticized and hence the workman is not entitled for any relief.

10. Accordingly the reference is answered.

Dictated & corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE WORKMAN

Workman Witness No.1—Shri Dilip Kumar Mahalik.
The workman Himself

LIST OF WITNESSES EXAMINED ON BEHALF OF THE MANAGEMENT

Management Witness No. 1—Shri Kumar Behera.
Management Witness No. 2—Shri Narendra Kumar Rath.

LIST OF EXHIBITS ON BEHALF OF THE 2ND PARTY-WORKMAN

Ext-1 — List of number of days of intermittent engagement of the workman by the Management.
Ext-2 — Letter of the Management No. Pers & HRD/211593 dated 29-8-2007 addressed to the workman.

LIST OF EXHIBITS ON BEHALF OF THE 1ST PARTY-MANAGEMENT

Ext-A — Copy of the letter of Appointment of Shri Hrushikesh Dalai.
Ext-B — Original report of Shri Hrushikesh Dalai.
Ext-C — Copy of the statement indicating the number of days worked by Shri Dilip Kumar Mahalik with discontinuity.
Ext-D — Copy of the letter issued by D.G.M, SBI, BBSR rejecting the representation of Shri Dilip Kumar Mahalik.
Ext-E — Xerox copy of the vacancy notification.
Ext-F — Copy of list of persons selected in the interview/recruitment.

नई दिल्ली, 18 मई, 2007

का.आ. 1662.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोम्बे मार्केन्टाईल को. आ. बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1, मुम्बई के पंचाट (संदर्भ संख्या 33/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/11/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2007

S.O. 1662.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2004) of the Central Government Industrial Tribunal-I, Mumbai now as shown in the Annexure in the Industrial Dispute between the management of Bombay Merchantile Co-op Bank Ltd. and their workman, received by the Central Government on 18-5-2007.

[No. L-12012/11/2004-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT • INDUSTRIAL TRIBUNAL NO.1, MUMBAI PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-33 of 2004

Parties: Employees in relation to the management of
Bombay Merchantile Co-op. Bank Ltd.

And

Their workmen

Appearances:

For the Management : Mr. Alva. Adv.

For the Workman : Mr. Joshi, Adv.

State : Maharashtra

Mumbai, dated the 4th day of May, 2007

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) *vide* Government of India, Ministry of Labour, New Delhi Order No. L-12012/11/2004 IR(B-I) dated 8-4-2004. The terms of reference given in the schedule are as follows :—

"Whether the action of management of Bombay Mercantile Co-operative Bank Ltd., Mumbai in dismissing the services of Sh. Anand U. Ponde is justified? If not, to what relief Sh. Anand U. Ponde is entitled to?"

2. Mr. Anand Uttam Ponde (hereinafter referred to as the workman) filed the statement of claim dt. 27-7-2004 praying for quashing the departmental proceedings and order of dismissal.

3. During the pendency of the instant matter, the law laid down by the Honourable Supreme Court in Bharat Co-operative Bank's case Appeal (Civil) No. 1542 of 2007 decided on 22-3-2007, has come wherein it has been held that the appropriate Government so far as the Bank is concerned is not the Central Government but the State Government. Hence this Central Government Industrial Tribunal ceases to have jurisdiction to entertain the matter. The reference has become bad.

4. In view of the above, both the parties have moved a joint application that the reference may be disposed of for want of jurisdiction. In this view of the matter, the reference is liable to be dismissed for want of jurisdiction. The parties may approach the appropriate Govt. Tribunal for action into the matter.

5 The matter is accordingly disposed of.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 18 मई, 2007

का.आ. 1663—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ बीकानेर एंड जयपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 8/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/140/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2007

S.O. 1663.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2006) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workman, which was received by the Central Government on 18-5-2007.

[No. L-12012/140/2000-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT**

Shri Kant Shukla, Presiding Officer

I.D. NO. 8/2006

Ref. No. L-12012/140/2000-IR(B. I) Dt. 6-3-2006

BETWEEN

Sri Mohan Pathak S/o Bachca Lal Pathak
Village Kandhari P.O. Kurshaha
Dist. Shravasti (Behraich)

And

The Chairman & Managing Director
State Bank of Bikaner & Jaipur
Head Office, Tilak Marg,
Jaipur (Rajasthan)

AWARD

The Government of India in the Ministry of Labour, New Delhi referred the following dispute *vide* No. L-12012/140/2000-IR(B. I) dt. 6th March, 2006 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow :

"Where the action of the Management of State Bank of Bikaner & Jaipur, Lucknow in terminating the services of Sri Mohan Pathak w.e.f. 12-5-86 is justified? If not what relief he is entitled to and from which date?"

It is alleged that the worker Mohan Pathak was employed in the service of opposite party No. 2 i.e. Branch Manager State Bank of Bikaner & Jaipur, Kapoorthala, Aliganj Lucknow as a full time employee in the subordinate cadre as Peon and worked from 21-2-86 to 11-5-86. However, the worker was not given any appointment letter but worker was given certificate of employment w.e.f. 17-5-86. It is also alleged that opposite party no. 2 i.e. Branch Manager, appointed the new person in his place ignoring the settled law. Opposite party no. 2 i.e. Branch Manager adopted practice of appointment on temporary basis as Peon for 80 days and thereafter terminated the services of workman

and again on the place of the workman who worked for 80 days, appointed new person for 80 days. It is also alleged that the bank did not comply para 495 of Shastri Award and thus the employer has violated the provisions of section 25G & H of the I.D. Act. Worker has therefore prayed for reinstatement of service with continuity and back wages. Although notice were endorsed to the parties but parties did not turned up. However, the worker filed the statement of claim and the copy of the same was sent to the opposite party by speed post on 8th September, 2006.

It is noteworthy that opposite party's representative Sri Puneet Chandra filed his authority paper no. 5 but has failed to file any written statement in this case. Therefore 20-9-06 was fixed for evidence. On 20-9-2006 case was not taken up as the Presiding Officer was busy at camp court New Delhi and the next date was fixed 18-10-2006. On 18-10-2006 representative of the opposite party moved on application D-10 i.e. adjournment, applicated which was allowed at the cost of Rs. 500/- and opposite party was also directed to file written statement upto 10-11-2006 but no written statement was filed.

On 2-1-2007 the case was ordered to proceed *ex parte* against the bank and the workman was directed to file its evidence by affidavit on 12-1-07. However, the worker filed its affidavit on 5-1-2007. The case was taken up on 12-1-2007 also therefore the next date was fixed 12-3-2007. Opposite party remained absent.

The representative of the worker filed written argument. Perused the written argument.

It is admitted fact that the worker has not alleged that he has worked 240 days before his termination. Worker has not filed any certificate of employment. No appointment letter has been filed by the worker that he was appointed as regular employee. In the absence of the said document. It is difficult to believe the workman that he was appointed as full time employee in subordinate cadre as Peon and continued from 21-2-86 to 11-5-86. It is also not proved by the worker that such and such person was appointed in his place. For the success of the case the worker has to prove that he was regularly employed peon of the bank and has worked for 240 days immediately before the termination and unless the worker proves that he is retrenched employee he can not seek protection of Section 25G of I.D. Act. Hon'ble Supreme Court in Reserve Bank of India Vs. Gopi Nath Sharma and another (2006) 6 Supreme Court 221 has held that where Hon'ble High Court had not found the workman to have been retrenched within Section 25 F, held it erred in holding Section 25G to be applicable. The burden rests on worker to prove that he has worked for 240 days with the employer and since it is not a case that worker has worked for 240 days therefore the provision of I.D. Act about retrenchment are not attracted. In the absence of any appointment letter it can not be held that worker was appointed as peon, but the only presumption can be had that he worked only for 80 days as has been argued by the

representative of the worker.

It can not be said that workman was appointed as Peon. It can not also be held that he was retrenched under Section 25F of the I.D. Act and since the termination as alleged does not come within perview of Section 25F of ID Act therefore Section 25G of ID Act is not applicable.

In the present case the worker's case is not covered under Section 25B, F or 25G of I.D. Act. and therefore the issue is answered against the worker and it is held that worker is not entitled for any relief. Award accordingly.

Lucknow 7-5-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.आ. 1664—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापत्तनम डॉक लेबर बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 122/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-34025/1/2007-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1664.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.122/2004) of the Central Government Industrial Tribunal-cum-Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in the relation to the management of Visakhapatnam Dock Labour Board and their workman, which was received by the Central Government on 16-5-2007.

[No. L-34025/1/2007-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

PRESENT

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 4th May, 2007

INDUSTRIAL DISPUTE No. L.C.I.D. 122/2004

BETWEEN

Sri R. Atchutha Rao, S/o Ramana,
D.No. 10-13-10, Gollalapalem,
Jail Road, Visakhapatnam

...Petitioner

AND

1. The Manager,
Cargo Handling Private Workers Pool,
Dock Labour Board,
Visakhapatnam-35.
2. The Chairman Visakhapatnam Dock Labour Board,
Visakhapatnam-35. ...Respondents

APPEARANCES

For the Petitioner : M/s. Kamsu Prahakar &
K. Madhusudana Rao, Advocates

For the Respondent : M/s. T.V.S.K. Kanaka Raju &
M.A.S. Prabha, Advocate for
Respondent No. 1
Sri M. Imaduddin, Advocate for
Respondent No. 2.

AWARD

This is a case under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and numbered in this Court as L.C.I.D. No. 122/2004 and notices were issued to the parties.

2. Petitioner called absent. R1 called absent. R2's counsel present and represented that Petitioner is not taking interest and absenting for more than two years and further reported that the Petitioner did not choose to file evidence affidavit. In view of the circumstances that the Petitioner is not taking interest in prosecuting his case and no evidence is led. 'Nil' Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 4th day of May, 2007

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 मई, 2007

का.आ. 1665.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या

2/95/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12011/161/2002-आई आर (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1665.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 2/95/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workman, received by the Central Government on 16-5-2007.

[No. L-12011/161/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, MUMBAI****PRESENT**

A. A. Lad, Presiding Officer

REFERENCE No. CGIT-2/95 of 2002

Employers in relation to the Management of
Bank of India

The General Manager,
Bank of India, Mumbai South Zone,
BoI Building, 70-80 M. G. Road,
Fort, Mumbai-400 023

AND

Their workman
The General Secretary,
Bank of India Staff Union,
BoI Building, Ground Floor 70-80 M. G. Road,
Fort, Mumbai-400 023

APPEARANCES

For the Employer	: Ms. Nandini Menon, Advocate
For the Workman	: Mr. P. D. Patel, Advocate

Mumbai, Dated 23rd April, 2007

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/161/2002/IR(B-II) dated 7-11-2002 in exercise of the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Bank of India, Mumbai South Zone, Mumbai to dismiss Smt. Vasantbala Parmar from service w.e.f. 31-1-2002 is justified? If not, what relief the workman Smt. Vasantbala Parmar is entitled to?”

2. Claim Statement is filed at Ex-9 by General Secretary of Bank of India Staff Union stating that, Smt. Vasanibala Parmar the concerned workman of the reference served with first party for 32 years. In between that, she was victim of disease of cancer during 1996-1997. Without considering length of service, first party dismissed her services by order dt. 5-4-2002 leveling bogus charges and conducting false enquiry. Infact concerned workman applied for leave w.e.f. 1-3-99 by application dated 23-12-1998. Her application was recommend by Chief Manager, Mahim Branch with the Zonal Manager. She decided to visit USA on family visa. Due to her sickness, she unable to travel alone and after applying for leave and requesting first party to give 'no objection certificate' for leaving India. When she got green signal from the office which was communicated to her verbally she left India as she intended to visit her son who is staying in U.S.A. and take treatment on cancer. However said was not considered by the first party in proper spirit and due to adamant approach, first party created hurdle in her way. It issued show cause notice as well charge sheet, conducted enquiry and held her guilty of the charges. Infact concerned workman is a lay staff of first party. Charge of remaining unauthorised absence exceeding 30 days, charge of leaving country without prior permission and charge of interfering in the administration of first party by bringing political pressure are leveled against her which in fact were not at all warranted in the set of circumstances of the concerned workman. After applying for leave, and after getting green signal verbally, looking the leave application forwarded by Mahim Office to Zonal Office, she left India for USA question leveling of all these charges does not arise. Even she prayed for VRS which was also not considered; just to victimise her. As approach taken by first party is of very rude one and against the humanitarian ground as well as against interest of natural justice, it is prayed that; dismissal served on concerned workman he set aside with direction to first party to reinstate her w.e.f 30-1-2002 with backwages by charging interest at 21 % p.a.

3. This prayer is disputed by first party by filing exhaustive reply at Ex-12 making out case that, concerned workman left India without permission of the first party. Her leave was not sanctioned by first party. Concerned workman did not obtain no objection certificate for taking visa. Concerned workman acted as per own ideas and did not bother or feel it necessary to observe the rules and regulations of the Service Rules. Without permission she left India. Without sanctioning leave she remained absent. Accordingly notice was served and charge sheet given. Enquiry was conducted. She appeared through her representative. Representative took part in the inquiry. Findings were given by Inquiry Officer holding concern workman guilty of charges and on the basis of that action of dismissal was taken which is just and proper. So it is submitted that, reference does not survive.

4. In view of above pleadings my Ld. Predecessor framed issues at Ex-22, which are answered against it.

Issues	Findings
1. Whether this Tribunal has jurisdiction to hear this reference?	Yes
2. Whether the enquiry held against the workman was in accordance with the principles of natural justice?	Yes
3. Whether the findings recorded against the workman are perverse?	Yes
4. What relief, if any, the workman is entitled to at this stage?	Concerned workman is entitled to opt VRS w.e.f. 10-11-2000

REASONS

Issue No. 1

5. This issue is regarding jurisdiction of this Tribunal over the subject matter of the reference and according issue is framed on the basis of pleading taken by first party in para 1 of Written Statement Ex-12. However it is not pointed out how subject matter referred is out of jurisdiction of this Tribunal. It is matter of record that, reference is sent by Under Secretary, Government of India, Ministry of Labour by correspondence dt. 7-11-2002. This reference is assigned to this Tribunal by the Central Government, Labour Ministry. Subject matter of reference is dismissal of concerned workman. So all these reveal that, subject matter referred, in the reference is coming within the jurisdiction of this Tribunal. So I answer this issue in the affirmative.

Issue Nos. 2 & 3

6. Second Party challenges the enquiry and findings of Inquiry Officer. Whereas first party states that enquiry was just and proper.

7. To prove that, Second Party placed reliance on the deposition of concerned workman filed at Ex-24 in form of affidavit. In the cross she admits that, she has not intimated regarding her decease i.e. cancer in the letter dt. 10-12-99 though she states that, she applied for sick leave. She admits that she had given medical certificate of private Doctor. She admits that, she was represented by Marathe, who is office bearer of union. She also admits that, one Singarpure also defended her. She admits that, Marathe signed proceeding held on 10-9-2001, 24-9-2001, 27-9-2001, and 8-10-2001. Even she admits that, on other dates i.e. on 17-10-2001 Marathe was present in the enquiry and he was permitted to cross examine the first party's witness. She also admits that, opportunity was given to defence representative to produce document and give evidence. She admits that, she did not have leave sanction

order and did not obtain 'No Objection Certificate' of the First Party to leave India. She admits that, she had given two contact addresses. She also admits that, her son settled in USA so she wants to stay there. So she remained absent from duty. Second Party also examined one more witness, Shri Marathe who participated in the enquiry on her behalf and was Joint Secretary of Union. He admits that, he signed number of proceedings and he also admits personal hearing given to concerned workman. He admits that, he was permitted to cross-examine management witness and admits that, concerned workman left India without permission. By pursuance Ex-31 Second Party closed evidence. By Ex-32, First Party filed affidavit of Salunke who was Inquiry Officer who conducted enquiry against concerned workman. In the cross, he admits that there was reference of disease of Cancer to the concerned workman. He states that, there were two enquiries pending when concerned workman left India. He states that, there is difference between 'No Objection Certificate' and 'sanctioning leave' and states that, 'no objection certificate' was not given by first party since enquiry was pending. Second Party submitted Written Arguments at Ex-33 with judgments and First party at Ex-34 with number of judgments.

8. From this, it is now crystal clear that, concerned workman worked for 32 years with first party. She left India without written 'No Objection Certificate' of First Party. There were two enquiries pending that time and though she applied for VRS on 10-11-2002, she was not permitted to take VRS.

9. It is matter of record that, now concerned workman is of more than 61 years when her cross was taken on 7-11-2005. That means on this date she is not of age of recruitment or to be remain in the employment. It is also matter of record that, she suffered from cancer and served for 32 years. It is matter of record that her leave application was forwarded by Mahim Office on 6-3-99. It is also matter of record that no written consent was given by first party. It is also matter of record on number of correspondence, she requested to sanction her leave and there was no sanction of leave from First Party.

10. All these reveals that, concerned workman left India without taking prior permission of First Party and so charged levelled against her of leaving India without permission is proved against her. Another charge of remaining absent for more than 30 days without permission is also admitted by concerned workman and is proved by the first party as no quarrel is made by the concerned workman on that point. As far as 3rd charge of interference of political person as levelled by the first party is concerned, no evidence is brought on record atleast before this Tribunal. It is not pointed out who interfered on the decision of First Party and with whom pressure was brought. Except leaving India without permission and remaining absent for more than 30 days no other serious charges levelled against concerned workman. Besides, amount of

Rs. 6,500 appears recovered from concerned workman regarding cases pending against her. When all these things are there, when she served for 32 years and when applied for leave, in my considered view, First Party ought to have ignored all those things and ought to have atleast permitted her to take VRS from date of her application i.e. 12-11-2000. Even in the deposition she prayed to take VRS and prayed to permit her to direct First Party to retire her on VRS scheme w.e.f. 10-11-2000 instead of dismissing her w.e.f. 31-1-2002.

11. If we consider this reasonable offer of concerned workman, who prayed to retire her voluntary w.e.f. 10-11-2000 looking her length of service and the charges levelled and proved against her, in my considered view, the demand of concerned workman to take VRS from November, 2000 appears just and reasonable in the background that she served for First Party for 32 years being a woman and suffered by cancer.

12. Considering this and considering that, she applied for VRS in November 2000, I am of the view that, First Party must treat concerned workman as retired from 1-11-2000 instead of treating her dismissed from services w.e.f. 31-1-2002 and give benefit of it. So I answer these issues to that effect.

13. In view of discussions made above I conclude that, reference required to allow partly. Hence the order :

ORDER

- (i) Reference is partly allowed.
- (ii) Dismissal dtd. 31-1-2002 affected on concerned workman Smt. Parmar is quashed and set aside with direction to first party to treat that, Smt. Vasantbala Parmar opted Voluntary Retirement Scheme w.e.f. 1-11-2000 and direct to give all benefits of it to her.
- (iii) No order as to costs.

Date : 23-04-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 21 मई, 2007

का. आ.1666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 512/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/198/2002-आई आर (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1666.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 512/2005) of the Central Government Industrial Tribunal-cum-Labour Court

No.2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank and their workman, received by the Central Government on 16-5-2007.

[No. L-12012/198/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

Presiding Officer :

SHRI KULDIP SINGH

CASE I.D. NO. : 512/2005

Registered on : 22-8-2005

Date of Decision : 30-3-2007

**Shri Naresh Chander C/o Shri R.P. Rana,
H.No. 2360, Sector 38-C Chandigarh**

Petitioner

Versus

**Zonal Manager, Panjab and Sind Bank, Zonal Office,
Amritsar**

Respondent

APPEARANCE

For the Workman : Mr. R.P. Rana, Advocate

For the Management : Mr. J.S. Sathi, Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi *vide* their order No. L-12012/198/2002-IR(B-II) dated 31st of March, 2003, for adjudication by this Tribunal. The reference reads as under :

Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Naresh Kumar s/o Shri Madan Lal, ex-peon (daily wage basis) w.e.f. 1-2-2002 without any notice and without any payment of retrenchment compensation is just and legal? If not, what relief the concerned workman is entitled to and from which date.

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager personnel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 3rd of June, 1987 on initial

Pay scale+D.A. in Fatehgarh Churian, Amritsar Branch. He was transferred to different Branches of the Bank from time to time in the city of Amritsar till 31st of December, 1989. He was then posted in different Branches of the Management Bank in 1991 besides in the Zonal Office Amritsar. He served in Guru Ram Dass Sarai Branch Amritsar from 1st of January, 1992 to 31st of December, 1995, Islamabad branch from 16th of Feb, 1996 to 1st of April, 2001 and in another branch from 3rd of April, 2001 to 31st of January, 2002. His services were terminated w.e.f. 1st of February, 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of Sections 25-F, G and H of the Industrial Disputes Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the work is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated Voluntary Retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by Section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MW1 and documents MW1/1 to MW1/27. He admitted that the workman was working with the Management as casual labourer. He was paid monthwise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one months notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f 1st of Feb, 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No. 1 of his statement of claim has claimed that he had served the Management continuously from 31st of January, 2002 backwards till 16th of Feb, 1996 except on 2nd of April, 2001. The Management in reply to this para did not rebut the period and dates shown by the workman - during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal office, but the fact remains that

those branches were under that control of the Zonal office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the work had not served the Management continuously for 240 days twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Punjab and Haryana High Court passed in the case of "The Head Master, Govt. High School, Behrana versus Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of Section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Punjab and Haryana High Court in the following case:

(1) Secretary, State of Karnatka and ors. versus Uma devi and ors. being appeal Nos. 35953612 of 1999m 1861-2063 and 3849/2001m3520-3524 of 2002 and 1968 of 2006.

(2) 2003(3)SC559.

(3) 1997 Lab.I.C.2075

(4) 1997RSJ 255

(5) 2003(5) SLR 776 (P & H High Court)

(6) 1999(3) RSJ 76 "

(7) 1998(4) SLR 15 "

8) 1991(1) SCT 814 "

The workman has countered the claim of the Management and has relied upon the judgments reported as 2006(1) RSJ 80'312'314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnatka versus Uma Devi is the latest law on the subject. In this case the tribunal is not required to examine whether to regularize the services of the workman or not or re-instate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi case Hon'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Punjab and Haryana in the case of "The Head Master, Government High School Behrana versus Aji Singh (supra) as their Lordship did not consider the impact of their opinion on Section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After

it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not.

What they are required to do is to follow the provisions of the Act before terminating the services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

The Management has admitted that they had not given notice to the workman before terminating his services nor he was paid retrenchment compensation. The Management, therefore, did not follow the provisions of Section 25-F of the Act before terminating his services. The disengagement of the workman, was therefore, bad in law and the same is quashed. The workman is treated to be in service as if he was not disengaged by the Management. He is entitled to all the service benefits including back wages.

The question now arises as to how much back wages he should get as neither in the statement of claim nor in his statement he has claimed that he has remained without work all through this period. The Management has also not shown that the workman has remained gainfully engaged during this period. He might have and must earned to live a life, but it cannot be said that he would have earned as much as he would have earned in the employment of the Management. Moreover, he did not work for the Management during this period. Still he is required to be compensated for the loss caused to him by the Management. He will, therefore, be entitled to get back wages upto 50% of what he would have got but for the termination of his services. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

कां. आ. 1667.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 66/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/190/2001-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1667.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2004) of the Central Government Industrial Tribunal-cum-Labour

Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of Andhra Bank and their workman, received by the Central Government on 16-5-2007.

[No. L-12012/190/2001-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD

PRESENT

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 3rd day of May, 2007

INDUSTRIAL DISPUTE No. 66/2004

BETWEEN

Sri I. Srinivas
S/o Subba Rao,
Yenuguvathi,
Kirlampudi-533431
E.G. District.

..... Petitioner

AND

The Asstt. General Manager,
Andhra Bank, Zonal Office,
Kakinada-533001.
East Godavari District.

..... Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : Sri. S. Udayachala Rao, Advocate

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/190/2001-IR(B.II) dated 30-1-2002 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Bank and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Bank, Zonal Office, Kakinada in terminating/discontinuing the services of Shri I. Srinivas, Messenger (Temporary Sub-Staff) as alleged by him w.e.f. 14-10-2000 is legal and justified? If not, what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 66/2004 and notices issued to the parties.

2. Petitioner absent. Respondent's Counsel represented that the Petitioner is not taking interest and also not appearing. He did not choose to file evidence affidavit. In view of the circumstances, that the Petitioner is not appearing since long time and there was no

representation on his behalf and further the Petitioner did not choose to file evidence affidavit in support of his case, a 'Nil' Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 3rd day of May, 2007.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 मई, 2007

का. आ. 1668.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुंबई के पंचाट (संदर्भ संख्या 2/96/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/148/2002-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1668.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/96/2002) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 16-5-2007.

[No. L-12012/148/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A.A. Lad, Presiding Officer

REFERENCE No. CGIT-2/96 of 2002

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF BANK OF INDIA

The Zonal Manager
Bank of India
Raigad Thane Zonal Office
Bol Building, 2nd floor Section 11
CBD Belapur
Navi Mumbai-400 614.

AND

THEIR WORKMEN

Shri V.A. Ambre
Ambre Niwas
Near Dutta Mandir
Chikanghar
Kalyan (W)
Distt. Thane.

APPEARANCES:

For the Employer : Mr. L.L.D. Souza,
Mr. Saptarshi Ghosh,
Representatives

For the Workmen : Mr. V.D. Gautam
Advocate

Mumbai, Dated 20th April, 2007

AWARD

The Government of India, Ministry of Labour by its Order No.L12012/148/2002/IR(B-II) dt.10-12-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Bank of India in relation to Zonal Manager, Raigad Thane, Zonal Office in dismissing the service of Shri V.A.Ambre, sub-staff of Kalyan Branch by way of dismissal w.e.f. 17-12-1999 is legal and justified? If not, what relief the workman is entitled to?"

2. Claim Statement is filed at Ex-5 stating that, second party was chargesheeted for act of misconduct under clause 19.5 (I) of the first Bipartite settlement dt. 19-10-66 alleging that, second party has committed -conspiracy in collusion with Shri Bhobaskar, sub-staff of Ghatkopar, (W) Branch and with malafide intention removed one demand draft book of 100 leaves and pads of advice of drawing from Kalyan Branch and delivered it to Shri V.D.Bhobaskar for consideration of Rs.50,000 and helped him in committing fraud on Bank of Rs. 1,08,00,000. On that Bank conducted inquiry. Inquiry Officer submitted report on 10-09-99. The disciplinary authority awarded punishment of dismissal by order dt. 17-12-99.

3. According to second party, infact there was no evidence before Inquiry Officer. Inquiry Officer did not enquire the said episode thoroughly and found out real truth. No action was taken against other two employees. It is not established that, second party alone was responsible

for alleged loss. According to him, he is made scapegoat just to save the skin of other officers. He is not responsible and action taken of dismissal is unwarranted. So he prayed to reinstate with benefits of backwages and continuity of service.

4. This is objected by first party by filing reply Ex-13 stating that, it is second party who is solely responsible for availing draft book of 100 pages and pads of advice for drawing. For that he accepted Rs.50,000. For Rs.50,000 he committed that offence. Even he admitted all these things in enquiry. Enquiry was conducted by serving charge sheet. Explanation given by second party was of simple admission. When Second party admitted theft it was not necessary to go in to detail on charges. Without second party's role, this type of big loss to the Bank would not have arisen. It is denied that, he is only targeted and others are not questioned by the Management. So it is submitted that, action taken was taken after going through the seriousness of charges and loss occurred to the Bank as well reputation and required to be maintained.

5. In view of above pleadings, following issues arise for determination;

ISSUES	FINDINGS
1. Whether enquiry is fair and proper?	Yes.
2. Whether findings are perverse?	No.
3. Whether action of termination is just and proper?	Yes.
4. What order?	As per order below

Peasons

Issues Nos. 1 to 3

6. By this reference second party raised dispute of dismissal dt. 17-12-1999.

7. It is matter of record that, second party was regular employee of first party working at Kalyan Branch in the relevant period. It is also matter of record that, charge sheet was served on second party as per Bipartite Settlement. It is matter of record that, charge of removing one draft book of 100 leaves and pads of advice of drawing from Kalyan Branch and were delivered by second party to one Shri Bhobaskar for consideration of Rs.50,000 were leveled. It is also alleged that, with those 100 leaves of demand drafts, fraud was committed on Bank to the tune of 1,08,00,000. Second party replied the charge sheet and admitted the charges levelled against him. Even he was arrested by Police and criminal case was filed. It is also matter of record that, second party participated in the enquiry with his defence representative- Milind Shringarpure. He admits signature on pages 1 & 2 of Ex-21. He also admits that, charges were translated in Marathi. He admitted that, he did not complain with Bank nor with Union regarding taking his signature

on page 1 & 6 of Ex-21. He admits that, after completing enquiry show cause notice was given about punishment. He also admits that, hearing was given by disciplinary authority. He admits that, charges were admitted by both. Even witness examined by first party deposes on the same line and made out case that, second party admitted the guilt and there was heavy loss to the tune of Rs. 1,08,00,000 to the Bank.

8. The Learned Advocate for second party submit that, no other offices are examined by the first party to establish the guilt of the second party. On assurances that, leniency will be taken, second party admitted guilt. Whereas first party's advocate submit that, in this scenario and when charges are admitted, it is not necessary to conduct detailed enquiry.

9. The defence taken by second party that, on assurances on showing leniency second party admitted guilt. If we consider it in the back ground that, second party helped in removing 100 pages of draft book for Rs.50,000 by which loss occurred to first party more than crore is considered, what sort of leniency can be shown against this employee and what was expected by him in this background? No answer is given by second party and advocate when such huge loss is there to the Bank which was in crores, which was only possible because role of second party. In my considered view, when second party admitted guilt, I think no importance required to give on what assurances he admitted guilt. Besides he participated in the enquiry. Charge Sheet was explained to him. He pleaded guilty of the charges. In this scenario the possibility of taking defence of temptation of showing leniency by first party as a stand taken by second party cannot be ruled out. Apart from that, citations referred by first party's advocate (1) published in 1967 FLR page 481 SC (2) citation published in 1966 I-LLJ 292 Bombay High Court (3) Citation published in 1998 II CLR 1174 Bombay High Court (4) Citation published in 2000 (85) FLR 493 Delhi High Court (5) Citation published in 1994 I LLN 411 Kerala High Court (6) Citation published in 1986 FJR (68) 132 Karnataka High Court (7) Citation published in 1975 Lab. I.C. 1441 Supreme Court reveals that, when employee admitted guilt and when opportunity was given to him, in that case it is not necessary to have detail enquiry as expected. Considering all these and loss was occurred for more than a crore to first party, which is a public body with whom on trust money is deposited by the account holders of the said Bank and when it loses that trust, it will affect on business of Bank which is run solely on "Trust", I am of the view that, such employee who is responsible for all that is not entitled for any relief. So I answer those issues to that effect and passes the following order :

ORDER

Reference is rejected with no order as to its cost.

Date: 20-04-2007.

A.A. LAD, Presiding Officer

नई दिल्ली, 21 मई, 2007

का. आ. 1669.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एस. टी. सी. मूवर्स (प्रा.) लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुंबई के पंचाट (संदर्भ संख्या 2/58/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-39011/10/2003-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1669.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/58/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No.2, Mumbai as shown in the Annexure, in the Industrial Dispute between management of M/s STC Movers (P) Ltd., and their workman, received by the Central Government on 16-5-2007.

[No. L-39011/10/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXUREBEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No.2, MUMBAI

PRESENT

A. A. Lad, Presiding Officer

Reference No. CGIT-2/58 of 2005

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF

M/S. STC MOVERS (P) LIMITED

The Director

M/s. STC Movers (P) Ltd. STC Building
275, Reay Road Mumbai-400 010.

V/s.

THEIR WORKMEN

The Secretary

Transport and Dock Workers'

Union P.D'mello Bhavan

P.D'mello Road

Carnac Bunder

Mumbai 400 038.

APPEARANCES

FOR THE EMPLOYER : Mr. B.K.Ashok Advocate.

FOR THE WORKMEN : Mr. K.M.Koyande Advocate
Mumbai, the 13th April, 2007.

AWARD

The Government of India, Ministry of Labour by its
Order No.L-39011/10/2003-IR(B-II) dated 17-2-2005 in

exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of M/s. S. T. C. Movers Pvt. Ltd. in terminating the services of Shri Niwas Lalasaheb Dubal, Supervisor, w.e.f. 7-11-2002 is justified? If not, what relief the workman Shri Niwas Lalasaheb Dubal is entitled to?"

2. To support the subject matter, second party filed claim statement through Secretary of the Union at Ex-6 which was challenged by first party by filing reply Ex-9

3. However when matter was placed before Lokadalat on the request of the parties, by pursing Ex-10 they settled the dispute. After verifying their consent on Ex-10 and Ex-11 following order is passed.

ORDER

Vide Ex-10 and Ex-11, reference is disposed of in Lokadalat held on 13-4-07.

Date: 13-4-2007

A.A. LAD, Presiding Officer

Ex-10

BEFORE THE PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT
MUMBAI

Ref. No. CGIT-2/580 of 2005

M/s. STC Movers Pvt. Ltd. : First Party

AND

Their workmen : Second party

MAY IT PLEASE YOUR HONOUR

The workman involved in this matter has accepted his legal dues along with ex-gratia amount. Hence applicant wish to withdraw this matter. In view of the same this matter may kindly be disposed of as withdrawn.

Mumbai

22-3-2007

Sd/

P.K.Raman

Secretary

No Objection

Transport and Dock Workers Union

Sd/-

B.K.Ashok

Advocate for I party

Sd/-

A.M.Koyande

Advocate for the II party

ORDER

It is produced by union who is represented by P.K.Raman Their Advocate is also present. So it is read & recorded.

Sd/-

(A.A.Lad)

Presiding Officer

22-3-07

Ex-11

Proceedings of the Lok Adalat held on 13-4-2007 of the Central Government Industrial Tribunal No.2/Labour Court No.2, Mumbai.

The following persons are appointed in the panel for the same :

- | | |
|---|------|
| (1) Ms. Kunda Samwant, Advocate | Sd/- |
| (2) Mr. M.B. Anchan, Advocate | Sd/- |
| (3) Mr. M.B. Wanegaonkar, Law Officer,
Bank of Maharashtra | Sd/- |

Reference No. CGIT-2/58 of 2005

STC Movers Pvt. Ltd.

V/s.

Transport & Dock Workers Union

For Management : Mr. Rajshekar, Manager

For the Union : Mr. P.K. Raman, Secretary

Reference has been settled as per Ex-10.

Present : Mr. Rajshekar, Manager, for the
Management Mr. P.K. Raman for the Union.

Sent to the Court for Award.

Sd/- Sd/-
Rajshekar (M.B. Anchan)

Sd/- Sd/-
P. K. Raman (Kunda Samant)

Seen
Sd/- Sd/-
(A.A. Lad) (Wanegaonkar)
Presiding Officer

नई दिल्ली, 21 मई, 2007

का. आ. 1670.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 133/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/152/96-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1670.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 16-5-2007.

[No. L-12012/152/96-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/133/97

PRESIDING OFFICER : Shri C.M. Singh

Vice President,
M.P. Bank Karmchari Sangh,
37, Bakshi Gali,
Indore.

Workman/Union

Versus

Deputy General Manager,
Canara Bank, Staff Section(W),
Circle Office, Marshall House,
Hanuman Road, Parliament Street,
New Delhi.

Management

AWARD

Passed on this 8th day of May, 2007.

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/152/96/IR-(B-II) dated 16-5-97 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Canara Bank in not giving appointment on full time basis in respect of Sh. Padamm Singh Baghel, S/o Late Kesar Singh Baghel w.e.f. 1986 is legal and justified? If not, to what relief the said workman is entitled?”

2. After the reference order was registered; notices were issued to the parties to file their respective statements of claim. In spite of sufficient service of notice on workman/Union, no body put in appearance for workman/Union for filing statement of claim. Therefore vide order dated 7-5-2007, the reference proceeded exparte against the workman/Union and a date was fixed for adducing exparte evidence by the management. The management also failed to appear on the date fixed and to adduce evidence.

3. There is an application bearing No.5 on record by the management wherein the management has prayed for passing no dispute award.

4. The non-appearance of workman/Union in spite of sufficient service of notice indicates that the workman/Union is not interested in prosecuting the case. Similar is the case with the management. The non-appearance of the management for adducing exparte evidence also indicates that the management is also not interested in contesting the case. Application bearing No. 5 moved by management clearly shows that the management has no interest in the case. It is prayed therein that no dispute award be passed in the reference.

5. In view of the above facts, this tribunal is left with no option but to pass no dispute award. Consequently no dispute award is passed without any order as to costs.

6. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का. आ. 1671.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 45/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/422/91-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1671.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/92) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 16-5-2007.

[No. L-12012/422/91-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 45/92

Shri Girdhari Lal,
Ragar Colony, Indira Basti,
Sunam, Sangrur (Punjab)

—Applicant

Versus

The Regional Manager (P), Union Bank of India,
Regional Office,
Chandigarh

—Respondent

APPEARANCES

For the workman : None

For the management : None

AWARD

Passed on 30th April, 2007,

Central Govt. vide notification No. L-12012/422/91/IR(B-II) dated 16-04-1992 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Union Bank of India, in dismissing services of

Shri Girdhari Lal S/o Sh. Mool Chand, w.e.f. 5-2-1991 is legal and justified? If not, to what relief is the workman entitled?”

2. Case repeatedly called. None appeared for the parties. Awaited up to 3-30 PM. Workman is not appearing. SHO City Police Station, Sunam has also confirmed the death and also filed a photocopy of death certificate of the workman taking it from the relatives of the deceased workman on 15-1-2007. Workman advocate Shri Hardial Singh Hundal appeared and submitted that workman reportedly died, neither his LR's are coming to him and the death information was given to him by his wife and thereafter workman's LR's did not contact him. The management advocate also submitted that management have not the address of the workman. It is also on record that workman expired on 26-6-2005 and since that date i.e. after more than two years, no LR's has appeared in this case and workman advocate is without instructions. Workman advocate also stopped appearing as workman LR's have not contacted him. It is a case of dismissal from service. I do not find expedient in the interest of justice to keep this case pending any more. Therefore, in the present circumstances, where the workman has expired and his LR's are not interested to pursue, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned to record.

Chandigarh

30-4-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 21 मई, 2007

का. आ. 1672.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 515/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/7/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1672.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 515/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Punjab and Sind Bank and their workman, received by the Central Government on 16-5-2007.

[No. L-12012/7/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT-II, CHANDIGARH****Presiding Officer : Kuldeep Singh****CASE I.D. NO: 515/2K5****REGISTERED ON: 22-08-2005****DATE OF DECISION: 30-03-2007**Jatinderjit Singh C/o Shri R.P. Rana,
House No. 2360 Sector 38-C, Chandigarh

.....Petitioner

VERSUSThe Zonal Manager, Punjab and Sind Bank,
Zonal Office, Amritsar

.....Respondent

APPEARANCE

For the Workman

Mr. R.P. RANA

For the Management.

Mr. J.S SATHI,

.....Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi *vide* their order No. L-12012/7/2003/IR(B-II) dated 2nd May, 2003, for adjudication by this Tribunal. The reference reads as under:

"Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Jatinderjit Singh S/o Shamsher Singh, ex-peon (daily wage basis) w.e.f. 2nd May, 2003 without any notice and without any payment of retrenchment compensation is just and legal? if not, what relief the concerned workman is entitled to and from which date."

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager personnel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 16th May, 1994 on initial Pay Scale + D.A. in Shri Guru Ram Dass Branch, Amritsar Branch and served till 31st Jan., 2002. He was last posted in the said Branch of the Management Bank. His services were terminated w.e.f. 1st Feb., 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days in twelve months preceding the date of termination of his services. They retained his juniors and also recruited

fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of Sections 25-F, G and H of the Industrial Dispute Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the work is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated Voluntary Retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by Section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W 1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr. Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MW1 and documents MW1 to MW1/27. He admitted that the workman was working with the Management as casual labourer. He was paid month-wise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one months notice before the

termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f. 1st of Feb., 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No. 1 of his statement of claim has claimed that he had served the Management continuously from 31st Jan., 2002 backwards till 17th March, 1998. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal office, but the fact remains that those branches were under that control of the Zonal office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the work had not served the Management continuously for 240 days twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross-examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Panjab and Haryana High Court passed in the case of The Head Master, Government High School, Behrana versus Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of Section 25-F of the Act. Mr. Sathi, counsel for the

Management has also relied upon the judgments of Hon'ble Supreme Court of India and Punjab and Haryana High Court in the following case :

(1) Secretary, State of Karnataka and Ors. versus Uma Devi and Ors. being appeal Nos. 3595-3612 of 1999 1861-2063 and 3849/2001 3520-3524 of 2002 and 1968 of 2006.

(2) 2003(3) SC 559.

(3) 1997 Lab IC 2075

(4) 1997 RSJ 255

(5) 2003(5) SLR 776 (P & H High Court)

(6) 1999(3) RSJ 76 "

(7) 1998(4) SLR 15 "

(8) 1991(1) SCT 814 "

The workman has countered the claim of the Management and has relied upon the judgments reported as 2006(1) RSJ 80, 312, 314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka versus Uma Devi is the latest law on the subject. In this case the tribunal is not required to examine whether to regularize the services of the workman or not or reinstate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi case Hon'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Punjab and Haryana in the case of The Head Master, Government High School Behrana versus Ajit Singh (supra) as their Lordship did not consider the impact of their opinion on Section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not. What they are required to do is to follow the provisions of the Act before terminating the services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

The Management has admitted that they had not given notice to the workman before terminating his services nor he was paid retrenchment compensation. The Management, therefore, did not follow the provisions of Section 25-F of the Act before terminating his services. The disengagement of the workman was therefore, bad in law and the same is quashed. The workman is treated to be in service as if he was not disengaged by the Management. He is entitled to all the service benefits including back wages.

The question now arises as to how much back wages he should get as neither in the statement of claim nor in his statement he has claimed that he has remained without work all through this period. The Management has also not shown that the workman has remained gainfully engaged during this period. He might have and must earn to live a life, but it cannot be said that he would have earned as much as he would have earned in the employment of the Management. Moreover, he did not work for the Management during this period. Still he is required to be compensated for the loss caused to him by the Management. He will, therefore, be entitled to get back wages upto 50% of what he would have got but for the termination of his services. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.अ. 1673.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड इंडिया इश्यूरेस कं. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 107/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-17011/9/93-आई आर (बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1673.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.107/94) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of United India Insurance Company Limited and their workman, which was received by the Central Government on 16-5-2007.

[No. L-17011/9/93-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/107/94

Presiding Officer Shri C. M. Singh

General Secretary,
Madhya Pradesh General Insurance
Employees Association,
C/o M-1/8, Ambar Complex,
Zone-II, M.P. Nagar, Bhopal.

... Workman/Union

Versus

Assistant Manager (P),
United India Insurance Co. Ltd.,
Z-7, Zone-I, M.P. Nagar, Bhopal.

.....Management

AWARD

Passed on this 16th day of April, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-17011/9/93-IR(B-II) dated 28-7-1994 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of United India Insurance Co. Ltd., Bhopal in reducing the rate of washing allowance in respect of sub-staff from Rs. 50 to Rs. 25 and recovering the amount of Rs. 25 p.m. from out of the sum of Rs. 50 p.m. paid to the sub-staff as washing allowance during the period from Jan., 1992 to March, 1993 is justified. If not, what relief the workmen concerned (as per details given in Annexure “A” are entitled to?”

2. Madhya Pradesh General Insurance Employees' Association is a registered trade Union under Trade Unions Act of 1926. The case of the aforesaid Union in brief is as follows. Workmen Vijay Singh Ahirwar and 122 others are being represented by the Union aforesaid. They are clerical and service staff of United India Insurance Company Ltd. Company (the management). They were provided the uniform washing allowance in accordance with the sets of uniform upto the year 1991 @ Rs. 25 per month. That owing to a decision taken by the ICCW(WR) in the year 1992, the said allowance was revised and upgraded to the tune of Rs. 50 per month per person. The members of the Union were allowed benefits of this revised scheme throughout the year 1992. But by the sudden decision of the Deputy Manager vide his order dated 26-3-1993, the said revised washing allowance was not only discontinued but recovery thereof has been ordered w.e.f. January 1992. The management has already recovered the entire amount of washing allowance at the enhanced rate from the wages of the members of the Union. This recovery is illegal and unauthorized. The said revised/enhanced amount was sanctioned at a joint meeting of all the officers of the Western Region and the order stopping the payment at the enhanced rate and the subsequent recovery of the amount already paid has been issued by the Deputy Manager of the management who is no authority to discontinue/withdraw the benefit conferred by the management to the members of the Union. Despite representation made by the Union on 26-4-1993, the recovery was not stopped so much so the entire amount to the tune of Rs. 375 from each member has been made. The revised enhanced washing allowance sanctioned by the management has been enjoyed by the members of the

Union for more than a year and therefore the members of the Union have become entitled to the washing allowance at the enhanced rate and the same also became a legal precedent and part of their wages. The illegal unauthorized action of the management in withdrawing the benefit conferred amounts to deduction of wages in contravention of Payment of Wages Act, 1936 as amended from time to time. The illegal and arbitrary withdrawal of payment of washing allowance @ Rs. 50 and recovery of the amount already paid amounts to imposition of fine on the members of the Union. No notice as required under sub-section (2) of Section 8 was issued. The alleged withdrawal of the payment of washing allowance under the grab of deduction of wrongly paid amount is illegal and arbitrary, hence the reference.

3. Management in order to contest the reference filed their written statement. Their case in brief is as follows. The sub-staffs are provided with uniform and washing allowance @ Rs. 25 is being paid per month per person. This washing allowance was revised from 1-1-1992, to Rs. 50 from Rs. 25 per month per person, pursuant to a decision conveyed by the Flag company for the Western Region, viz., New India Assurance Co. Ltd. purported to be in accordance with the decision taken by ICCIC (Western Region). General Insurance Corporation of India was established as a limited company registered under the Companies Act, 1961 as approved by General Insurance Business (Nationalisation) Act, 1972. General Insurance Business in India is being transacted by it and its four subsidiaries namely, National Insurance Company Limited, The New India Assurance Company Limited, Oriental Insurance Company Limited and United India Insurance Company Limited. All the service terms and conditions are decided by the General Insurance Corporation of India and the same are uniformly implemented in GIC and all the four subsidiaries. That in the matter of service conditions, only GIC is authorized to modify the same. Further, in order to ensure that implementation of service terms and conditions, especially in the realm of non-core benefits (i.e., benefits other than those covered by notifications on pay, Dearness Allowance, etc., which notifications are gazetted by the Union Government before implementation) is uniform in all the offices of all the four subsidiaries operating through network of offices through out the length and breath of the country, each subsidiary is identified as the Flag Company in the Region where its Headquarters lie and in this manner for the Western Region, the New India Assurance Company Limited is the Flag Company. They are required to advise all offices of all the subsidiaries in Western Region on such matters of non-core benefits and they are guided in this by ICCIC meetings at different centres of the Region. This (Washing Allowance from 1-1-1992) was one such decision taken by the ICCIC (Western Region). The decision taken at such ICCIC meetings, could no doubt be clarificatory for uniformity of procedure but it cannot over

rule the basic guidelines issued by GIC. The decision taken by Deputy Manager vide letter No. BPLRO : PER : 317 : 93 dated 26-3-93 is in conformity with the guidelines issued by GIC to allow only Rs. 25 per month per person as washing allowance. The amount recovered by the management is not in curtailment of what is payable, throughout India, to all sub-staffs as per GIC guidelines. The recovery is only of that amount which was erroneously paid, from 1-1-1992 over and above what is paid elsewhere in the country. Hence in keeping with the directives of the GIC that what is prevalent elsewhere in the country cannot be changed by only the Region, the excess paid had to be withdrawn. Even according to "Payment of Wages Act", it is perfectly lawful for an employer to recover what is erroneously paid in excess. Hence, the discontinuance of the upward revision in Washing Allowance (which upward revision was given to the sub-staffs of only one Region in the country resulting in undue advantage over their colleagues working elsewhere in the country) or recovery of what was actually paid in excess erroneously, is not at all unlawful, much less illegal. The discontinuance of payment of revised amount by Deputy Manager, Regional Office, Bhopal is in order. An error contrary to what is prevalent elsewhere in the country in a Nationalised set up, cannot be claimed as benefit and cannot be legitimately demanded to be continued. The sub-staffs are not entitled to the revised washing allowance as per directions issued by order dated 26-3-1993 as Washing Allowance to all Sub-staffs is payable, uniformly, at all the offices throughout India according to rates fixed by the GIC, and any variation in that, in only one Region, erroneously, cannot create an entitlement. It is, therefore, prayed that the reference be decided in favour of the management and against the Union.

4. The Union in order to prove its case examined Shri A.K.C. Ramani, the then General Secretary of Madhya Pradesh General Insurance Employees Association.

5. The Union also filed affidavit of Shri Ganga Prasad Rawat and Shri Kalluram Dhanuk in support of its case. The order dated 2-6-06 on the ordersheet of this proceeding reveals that inspite of sufficient service of notice on workman/Union, no body put in appearance for workmen/Union. Thus the cross-examination of Union's witnesses Shri Ganga Prasad Rawat and Shri Kalluram Dhanuk could not take place by the management. Under the above circumstances, the affidavits filed by Union's witness Shri Ganga Prasad Rawat and Kalluram Dhanuk cannot be considered as evidence.

6. The ordersheet dated 13-4-07 of this proceeding reveals that on the said date, nobody responded for the parties and under the circumstances, the management failed to produce their witness Shri Ashwani Kumar for cross-examination. Therefore it was ordered that the evidence of management's witness Shri Ashwani Kumar cannot be read in evidence.

7. Under the above circumstances, this tribunal left with no option but to close the reference for award and consequently the reference was closed for award.

8. The management has pleaded that the sub-staffs with uniform and washing allowance @ Rs. 25 is being paid per month per person. This Washing Allowance was revised from 1-1-1992 to Rs. 50 from 25 per month per person, pursuant to a decision conveyed by the Flag Company to the Western Region viz. New India Assurance Company Ltd. purported to be in accordance with the decision taken by ICCC (Western Region). That General Insurance Corporation of India was established as a limited company registered under the Companies Act, 1961 as approved by General Insurance Business (Nationalisation) Act, 1972. General Insurance Business in India is being transacted by it and its four subsidiaries namely, National Insurance Company Limited, The New India Assurance Company Limited, Oriental Insurance Company Limited and United India Insurance Company Limited. All the service terms and conditions are decided by the General Insurance Corporation of India and the same are uniformly implemented in GIC and all the four subsidiaries. It is further pleaded that in the matter of service condition, only GIC is authorized to modify the same. To insure that implementation of the service terms and conditions especially in the realm of non-core benefits (i.e., benefits other than those covered by notifications on pay, Dearness Allowance, etc. which notifications are gazetted by the Union Government before implementation) is uniform in all the offices of the four subsidiaries operating through network of offices through out the length and breadth of the country. Each subsidiaries is identified as a Flag Company in the region where its headquarters lie and in this manner for the western region, the New India Assurance Company Limited is the Flag Company. They are required to advise all offices of all the subsidiaries in Western Region on such matters of non-core benefits and they are guided in this by ICCC meetings at different centres of the region. This (washing allowance from 1-1-92) was one such decision taken by ICCC (Western Region). The decision taken at such ICCC meetings could no doubt be clarificatory for uniformity of procedure, but it cannot overrule the basic guidelines issued by GIC. The decision taken by the Dy. Manager vide letter No. BPLPO. PER : 317 : 93 dated 26-3-93 is in conformity with the guidelines issued by GIC to allow only Rs. 25 per month per person as washing allowance. That the decision taken by the Dy. Manager vide his letter No. BPLEO : PER : 317 : 93 dated 26-3-93 is correct and is in conformity with the GIC's directives reversing the decision of the ICCC (Western Region). The amount recovered by the management is not in curtailment of what is payable throughout India to all the sub-staffs as per GIC guidelines. The recovery is only of that amount which was erroneously paid from 1-1-92, over and above what is paid elsewhere in

the country. Hence in keeping with the directives of the GIC that what is prevalent elsewhere in the country cannot be changed by only one region, the excess paid had to be withdrawn. The payment of revised amount by Deputy Manager, Regional Office, Bhopal is in order. An error, contrary to what is prevalent elsewhere in the country in a Nationalised set up cannot be claimed as a benefit and cannot be legitimately demanded to be continued.

9. I have very carefully gone through the oral testimony of Union's witness Shri A.K.C. Ramani. His oral evidence is not at all sufficient without being corroborated by any documentary evidence to prove that the action of the management of United India Insurance Co. Ltd., Bhopal in reducing the rate of washing allowance in respect of sub-staff from Rs. 50 to Rs. 25 and recovering the amount of Rs. 25 p.m. from out of the sum of Rs. 50 p.m. paid to the sub-staff as washing allowance during the period from January, 1992 to March, 1993 is justified and consequently the workmen concerned are not entitled to any relief. Having considered the facts and circumstances of the case, I am of the view that the parties should be directed to bear their own costs of this reference.

10. In view of the above, the reference is answered in favour of the management and against the workmen/ Union and it is hereby held that the action of the management of United India Insurance Co. Ltd., Bhopal in reducing the rate of washing allowance in respect of sub-staff from Rs. 50 to Rs. 25 and recovering the amount of Rs. 25 p.m. from out of the sum of Rs. 50 p.m. paid to the sub-staff as washing allowance during the period from January, 1992 to March, 1993 is justified and consequently the workmen concerned are not entitled to any relief. The parties shall bear their own costs of this reference.

11. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.आ. 1674.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार सेंट्रल इंडिया एजेन्सीज प्रा.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों से बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक विवाद/श्रम न्यायलय, हैदराबाद के पंचाट (संदर्भ संख्या 53/2006) का संकलन करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल 34011/3/2006-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi the 21st May, 2007

S.O. 1674.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2006) of the Central Government Industrial Tribunal-cum-Labour

Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of Central India Agencies Pvt. Ltd., and their workmen, received by the Central Government on 16-5-2007.

[No. L-34011/3/2006-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 3rd day of May, 2007

INDUSTRIAL DISPUTE NO. 53/2006

Between :

The General Secretary,
Visakhapatnam Port and Dock Mazdoor Sangh,
H.N. 53-20-2/1, Chaitanyanagar,
Visakhapatnam-530013.

.....Petitioner

And

The Managing Director,
Central India Agencies Pvt. Ltd.,
(Stevedores), 125, Brabourne Road,
Kolkata-700001.

.....Respondent

Appearances :

For the Petitioner : Sri G. Anand Kumar, Advocate

For the Respondent : Sri C. Sanjeeva Rao, Advocate

AWARD

The Government of India, Ministry of Labour by its Order No. L-34011/3/2006-IR(B-II) dated 4-9-2006 referred the following dispute under Section 10 (1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of and their workman. The reference is,

SCHEDULE

“Whether the demand of the Visakhapatnam Port & Dock Mazdoor Sangh for payment of retrenchment compensation amount to their member workmen viz. S/Shri N. Sathi Rajulu and 3 others, Ex-Rowing Boat Workers (As per the list), according to their eligibility, by the Management of M/s. Central India Agencies Pvt. Ltd., (A Stevedores Company) at Visakhapatnam is legal and/or justified? If not, to what relief the concerned union is entitled?”

The reference is numbered in this Tribunal as I.D. No. 53/2006 notices issued to the parties.

2. Petitioner absenting himself from the first hearing though notice was served. He sent memo not pressing the case. Respondent's Counsel present and requested to close

the case. In view of the circumstances Award passed dismissing the ID as not pressed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 3rd day of May, 2007.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for
the Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 मई, 2007

का.आ. 1675.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 729/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/80/2003-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1675.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 729/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank and their workman, received by the Central Government on 16-5-2007.

[No. L-12012/80/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer: Shri Kuldeep Singh

Case I.D. No. 729/2005

Registered on : 1-9-2005

Date of Decision : 23-3-2007

Devinder Kumar S/o Shri Ram Chander R/o VPO
Derabassi, Ward No. 8, Near Railway Gate,
Tehsil Derabassi, District Patiala

..... Patitioner

VERSUS

The Zonal Manager, Punjab and Sind Bank, Zonal Office,
Sector 17-B, Chandigarh

.....Respondent

APPEARANCE

For the Workman : Shri M.P.S. Mann, Advocate

For the Management : Shri J. S. Sathi, Advocate

AWARD

This is a reference received from Government of India vide their Order No. L-12012/80/2003) [IR(B-II)] dated 9th September, 2003 which reads as under. The appropriate Government has desired to adjudicate upon this reference and reply the same within three months :—

“Whether the action of the Management of Punjab & Sind Bank in terminating the services of Shri Devinder Kumar S/o Shri Ram Chander, ex-Peon (Daily wage Basis) w.e.f. 11th January, 2002 without any notice and without any payment of retrenchment compensation is legal and just? If not, what relief the concerned workman is entitled to and from which date?”

In compliance to the directions the workman appeared and filed his Claim Petition by which he has claimed that he was appointed as Peon on 22nd September, 1991 and he served them till 6th September, 1992. He was again appointed on 17th November, 1994 and served them upto 12th October, 1995. Thereafter he was appointed on daily wages till October, 1997. From 13th October, 1997 he worked in the extension counter of the Bank in Gian Jyoti Public School, Mohali as Peon till 11th January, 2002 when his services were terminated abruptly. At the time of his termination he was earning Rs. 4035.35 as his wages. He was also placed in the panel of peons approved by the Bank. In this way he continuously served the Management for 8 years without giving any reason to complain against him. Before terminating his services the Management neither issued him any notice nor paid wages for the notice period. No inquiry was held against him. He was also not paid retrenchment compensation although he had served the Management for more than 240 days within one year preceding the date of his termination. The Management therefore, violated the provisions of Section 25-F of the Industrial Disputes Act, for brevity, “Act”. The Management after terminating his services engaged a person who is performing the duties, but is being paid by round about methods. He has also claimed that the post against on which he had worked is still available. Relying upon the judgement of Punjab and Haryana High Court, passed in the case of State of Punjab Vs. Balbir Singh reported as 2002(1) SCT 2293, it is claimed by him that since he had served the Management for 8 years, therefore, the presumption is that the Management has regular need of services of a peon. The Management, after terminating

his services has engaged another person without giving him the chance to work. They have resorted to unfair labour practice, punishable under Chapter-5 of the Act, for which they are required to be punished. He has prayed for setting aside his termination from service and for a direction to the Management to reinstate him in service, pay him all the back wages along with interest at the rate of 18% p.a. with all other service benefits. The workman has supported his claim by his affidavit.

The Management has denied the claim of the workman by their Written Statement. It is stated by them that the workman has no basis to maintain the claim since he was engaged purely on temporary/Casual Basis and was not recruited by following the procedure, laid down for appointment for. According to the rules the Zonal Office was the appointing authority and the workman was not appointed by the said authority, therefore, he has no right to remain in the employment of the Bank. It is also their claim that there are no vacancies available with the Management Bank and it has already floated voluntary retirement scheme 2000. The workman has also no right to claim beyond the scope of the reference nor this Tribunal can go beyond that. Even otherwise the Management had entered into an agreement with the majority of Trade Union of Employees of the Bank. According to that the vacancies available in the Bank could be filled out with temporary and Casual Employees waiting in line. The workman has, however, no legal right for reinstatement. On merit it is stated by them that the workman was not appointed by the Zonal Office, the competent authority, to make such appointment, therefore, he had no right to remain in service. The engagement of the workman in different branches could not be clubbed together to determine his length of continuous service; as his appointment in each branch was fresh appointment and could not be said to be a continuous engagement. Denying that the workman had continuously served the Management, it is stated by them that the action of the Management is not visited by any legal infirmity. The workman was not given any assurance of being absorbed on regular basis. The authority relied upon by the workman is not helpful to him. The Management has not violated the provisions of the Act or principles of natural justice, therefore, the workman is not entitled to any relief. The Management has supported their claim by an affidavit of Shri Jagjit Singh Puri, their Senior Manager, who also appeared as a witness and proved his affidavit.

The witness of the Management in his statement admitted that the workman figured in the panel of approved peons prepared by the Zonal Office. He denied that after the termination of services of the workman, the Management had recruited fresh hand. The workman in his statement admitted that neither any public notice nor any advertisement was issued by the Management inviting application for the post of peons. He, however, claimed to have applied for the post and that his appointment in Gian

Jyoti Public School was a fresh one, but no regular appointment was issued in his favour. He claimed that he was appointed on a temporary post of peon. He denied the suggestions that he was engaged intermittently or that he was engaged by an incompetent officer or that his services were terminated on the completion of the job.

From the facts which have emerged out from the pleadings of the parties, it is shown that there is no dispute that the workman had served the Management from the year 1991 till Jan., 2002 although his engagement was visited by gaps. It, however, cannot be said that he had not served for 240 days continuously 12 months preceding 11th January, 2002 when his services were terminated by the Management. The Management has failed to show that before terminating his services they had issued one month's notice to the workman or had paid him the wages for the notice period. They have also failed to show that the workman was paid retrenchment compensation in terms of Section 25-F of the Act. The Management has taken the stand that since the engagement of the workman was not in accordance with the recruitment procedure, therefore, he had no right to hold the post. It is also their plea that the workman had not continuously worked nor his appointment in different branches could be clubbed together, to show that his services were continuous. They have however not claimed that the branches where the workman had served were not of the Punjab and Sind Bank and were unconnected with the Management.

On record I find a number of letters such as letter dated 17th October, 1997, 21st October, 1997 which go to show that Devinder Kumar, the workman, had served the Management for 252 days from 26th June, 1991 to 6th July, 1992. These letters also show that the workman was in the panel list of peons prepared by the Zonal Office of the Management and by letter dated 6th Nov., 1997 the Branch Manager of Management Bank, extension counter Gian Jyoti Public School, had appointed the workman as temporary peon. By letter dated 21st October, 1997 the Branch Manager of the said Branch confirmed that in view of the verbal orders Devinder Kumar was allowed to join as temporary peon. Thus by their own admission the Management has proved that the workman was engaged by them; and that he was on the panel of peons, prepared by the Management. There are also photo copies of salary bills pertaining to the period January 2001 to January 2002, which also show that the workman was paid wages by the Management. That also shows that the workman had served the Management for more than 240 days preceding the date of termination of his services. The Management thus violated the provisions of Section 25-F of the Act, by failing to give one month's notice to the workman or wages for the notice period and the retrenchment compensation, before terminating his services. The termination of services of the workman, therefore, was bad in law and the same is required to be quashed. I accordingly quash the termination

of the workman by the Management done on 11th Jan., 2002. The workman is held to be in service as if there was no order of termination of his service.

I do not find any evidence with regard to the claim of the workman that the Management had engaged a person, on the post, on which the workman was engaged after terminating his services. Thus his this claim is rejected. Even otherwise this claim is not a part of the reference.

Now the question comes for consideration is as to what relief the workman is entitled to. Since the termination of services of the workman has been held to be bad in law and has been quashed, therefore the workman is deemed to be in service all through this period as if there was no order of termination of his services by the Management. Hon'ble Supreme Court of India in the case of National Fertilizers Ltd. And Woodens Vs. Somveer Singh reported as 2006(3) SCT 67 has laid down that an appointment made without following any procedure prescribed and without advertising the post and even without there being any existing post, the regularization on such a post was not only illegal but also irregular and, therefore, such an appointment could not be relevant. Their Lordship took note of the judgement passed in the case of Secretary of State of Karnataka Vs. Uma Devi, Reported as 2006(SCT 462). The Constitutional Bench in the Hon'ble High Court in the said judgement observed as under :—

Thus it is clear that adherence to the rule of equality in public employment is a basic feature of our Constitution and since the rule of law is the core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution. Therefore, consistent with the scheme for public employment this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis the same would come to an end when it is discontinued. Similarly a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.

The law laid down by the Hon'ble Supreme Court and relied upon by the Management is not applicable to the facts of this case. As discussed above the appointment of the workman was in accordance with the procedure laid down as he was on the penal list of temporary peons, prepared by the Management, and under that authority he was engaged by the Management, but his termination was not done in accordance with the provisions of the Act. The workman is, therefore, entitled to the back wages from the date of termination of his services. The workman has not claimed that during this period he was not gainfully engaged. Only in his oral statement he stated that I am unemployed, without showing that he did not work during this period at all. Even otherwise how could he survive without earning. Thus I feel that he may not have been engaged gainfully as he would have been what for the termination of his services. He would have definitely earned to make his both ends meet. Therefore, I hold that the workman is entitled to back wages only to the extent of 50%. The reference is answered in his favour and against the Management. Let the copy of this award be sent to the appropriate Government for necessary action and file be consigned to records after due completion.

KULDEEP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.आ. 1676.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 503/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/47/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1676.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 503/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 16-5-2007.

[No. L-12012/47/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II CHANDIGARH**

Presiding Officer: Shri Kuldip Singh

CASE I.D. NO: 503/2k5

Registered on : 22-08-2005

Date of Decision : 30-03-2007

Satinder Pal Singh S/o Shri Ravail Singh Village Dudhrail,
PO Bhalla Pind, Teshil Anjala, Amritsar

PETITIONER

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office,
Amritsar

RESPONDENT

APPEARANCE

For the Workman : MR. R.P. RANA

For the Management : MR. J.S. SATHI, Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi vide their order No. L-12012/47/2003 (IR(B-II)) dated 13-06-2003/18-07-2003, for adjudication by this Tribunal. The reference reads as under :

Whether the action of the Management of Punjab & Sind Bank in Terminating the Services of Shri Satinder Singh S/o Shri Ravail Singh, Ex-Peon (Daily Wage Basis) w.e.f. 1-2-2002 without any notice and without any Payment of Retrenchment Compensation is just and legal? if not, what relief the concerned workman is entitled to and from which date.

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager personnel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 26th July, 1996 on initial Pay scale + D.A in Golden Temple Branch, Amritsar Branch till 31st of Jan., 2002. He served in City Centre Branch Amritsar from 26th July, 1996 till 31st of Jan., 2002. His services were terminated w.e.f. 1st of Feb, 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of sections 25-F, G and H of the Industrial Dispute Act, 1947, hereinafter to be referred as Act.

Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the work is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated voluntary retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W 1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr. Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MW1 and documents MW1/1 to MW1/27. He admitted that the workman was working with the Management as casual labourer. He was paid monthwise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one months notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the

contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the-workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f 1st of Feb., 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No 1 of his statement of claim has claimed that he had served the Management continuously from 31st of January, 2002 backwards till 26th July, 1996. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different braches of the management bank during that period besides in the Zonal office, but the fact remains that those branches were under that control of the Zonal office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the work had not served the Management continuously for 240 days twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Panjab and Haryana High Court passed in the case of "The Head Master, Government High School, Behrana versus Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of Section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Panjab and Haryana High Court in the following case:

(1) Secretary, State of Karnataka and Ors. *versus* Uma Devi and Ors. being appeal Nos 35953612 of 1999m 1861-2063 and 3849/2001m3520-3524 of 2002 and 1968 of 2006.

(2) 2003(3) SC 559.

(3) 1997 Lab. IC 2075

(4) 1997 RSJ 255

(5) 2003(5) SLR 776 (P & H High Court)

(6) 1999(3) RSJ 76 "

(7) 1998(4) SLR 15 "

(8) 1991(1) SCT 814 "

The workman has countered the claim of the Management and has relied upon the judgments reported as 2006(1) RSJ 80,312,314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka *versus* Uma Devi is the latest law on the subject. In this case the tribunal is not required to examine whether to regularize the services of the workman or not or re-instate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi case Hon'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Punjab and Haryana in the case of "The Head Master, Government High School Behrana *versus* Ajit Singh (supra) as their Lordship did not consider the impact of their opinion on Section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not. What they are required to do is to follow the provisions of the Act before terminating the services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

The Management has admitted that they had not given notice to the workman before terminating his services nor he was paid retrenchment compensation. The Management, therefore, did not follow the provisions of Section 25-F of the Act before terminating his services. The disengagement of the workman was therefore, bad in law and the same is quashed. The workman is treated to be

in service as if he was not disengaged by the Management. He is entitled to all the service benefits including back wages.

The question now arises as to how much back wages he should get as neither in the statement of claim nor in his statement he has claimed that he has remained without work all through this period. The Management has also not shown that the workman has remained gainfully engaged during this period. He might have and must earn to live a life, but it cannot be said that he would have earned as much as he would have earned in the employment of the Management. Moreover, he did not work for the Management during this period. Still he is required to be compensated for the loss caused to him by the Management. He will, therefore, be entitled to get back wages upto 50% of what he would have got but for the termination of his services. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.आ. 1677.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 504/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/56/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1677.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.504/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 16-5-2007.

[No. L-12012/56/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II CHANDIGARH**

Presiding Officer: Shri Kuldip Singh

CASE I.D. NO: 504/2005

Registered on : 22-08-2005

Date of Decision: 30-03-2007

Gurmit Singh S/o Shri Tarlochan Singh 2045/9, Kot Dial
Singh, Amritsar (Punjab)

PETITIONER

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Officer,
Amritsar

RESPONDENT

APPEARANCE

For the Workman MR. R.P. RANA

For the Management: MR. J.S SATHI, ADVOCATE

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi vide their order No:L-12012/56/2003 IR(B-II) dated 11th Sep., 1993, for adjudication by this Tribunal. The reference reads as under :

Whether the action of the Management of Punjab & Sind Bank in terminating the services of Shri Gurmit Singh S/o Tarlochan Singh, Ex-peon (daily wage Basis) w.e.f. 1-2-2002 without any notice and without any payment of retrenchment compensation is just and legal? If not, what relief the concerned workman is entitled to and from which date ?

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager Personel. The Management has placed on record Photo Copies of a number of documents including verified statement, salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.?

Stated in brief the case of the workman is that he was appointed as temporary peon on 27th Feb., 1987 on initial Pay scale+D.A. in Darshani Deudi, Amritsar. He served in different branches under the control of the Management till 1st Feb., 2002 when his services were terminated. He was then posted in different Branches of the Management Bank. His services were terminated w.e.f. 1st of Feb., 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the management for more than 240 days twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of Section 25-F, G and H of the Industrial Dispute Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in the High Court and got a direction issued to the Management to

consider their claim for regularization in service. According to the workman the order of termination of services of the work is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated voluntary retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by Section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W 1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr. Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MWI and documents MWI/1 to MWI/27. He admitted that the workman was working with the Management as casual labourer. He was paid month wise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one months notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in the statement of claim. Their plea is two fold. It is claimed

by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f 1st of February, 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No 1 of his statement of claim has claimed that he had served the Management continuously from 31st of January, 2002 backwards till 27th February, 1987. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal office, but the fact remains that those branches were under that control of the Zonal office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the work had not served the Management continuously for 240 days twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Panjab and Haryana High Court passed in the case of The Head Master, Government High School, Behrana versus Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of Section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Panjab and Haryana High Court in the following case :

- (1) Secretary, State of Karnataka and ors versus Uma Devi and ors being appeal Nos 3595-3612 of 1999 m 1861-2063 and 3849/2001 m 3520-3524 of 2002 and 1968 of 2006.
- (2) 2003(3) SC 559.

- (3) 1997 Lab. LC 2075
- (4) 1997 RSJ 255
- (5) 2003(5) SLR 776 (P & H High Court)
- (6) 1999(3) RSJ 76 "
- (7) 1998(4) SLR 15 "
- (8) 1991(1) SCT 814 "

The workman has countered the claim of the Management and has relied upon the judgments reported as 2006(1) RSJ 80,312,314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka versus Uma Devi is the latest law on the subject. In this case the tribunal is not required to examine whether to regularize the services of the workman or not or re-instate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi case Hon 'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Panjab and Haryana in the case of The Head Master, Government High School Behrana versus Aji Singh (supra) as their Lordship did not consider the impact of their opinion on Section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not. What they are required to do is to follow the provisions of the Act before terminating the services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

The Management has admitted that they had not given notice to the workman before terminating his services nor he was paid retrenchment compensation. The Management, therefore, did not follow the provisions of Section 25-F of the Act before terminating his services. The disengagement of the workman was therefore, bad in law and the same is quashed. The workman is treated to be in service as if he was not disengaged by the Management. He is entitled to all the service benefits including back wages.

The question now arises as to how much back wages he should get. In his statement of claim he claimed that after the termination of his services he was remained unemployed and have no source of income. The Management has not shown that the workman has remained gainfully engaged during this period. He might have and must earn to live a life, but it cannot be said that he would have earned as much as he would have earned in the

employment of the Management. Moreover, he did not work for the Management during this period. Still he is required to be compensated for the loss caused to him by the Management. He will, therefore, be entitled to get back wages up to 50% of what he would have got but for the termination of his services. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.आ. 1678.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दल बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 130/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/85/98-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1678.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 130/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workman, received by the Central Government on 16-5-2007.

[No. L-12012/85/98-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/130/98

Presiding Officer : Shri C.M. Singh

Shri Rajendra Pant, S/o Haridas Pant, C/o Moolchandra Medical Stores, New Market, T.T. Nagar, Bhopal.

: Workman/Union

Versus

The Regional Manager, Central Bank of India, Regional Office, E-3/50, Arera Colony, Bhopal.

: Management

AWARD

Passed on this 25th day of April, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/85/98-IR(B-II), dated 29-6-98 has referred the following dispute for adjudication by this Tribunal :—

“Whether the action of the management of Central Bank of India in terminating the services of Sh. Rajendra Pant w.e.f. 28-8-88 is legal and justified? If not, to what relief the workman is entitled to?”

2. The case of workman Shri Rajendra Panthi in brief is as follows. That he was appointed as peon in the Central Bank of India, Branch Tilak Chowk, Vidisha (MP) on 15-7-83. His service was illegally terminated orally on 27-1-88. That he was in the employment of the management from 15-7-83 to 27-1-88 continuously and worked for more than 240 days and according to provisions of Sec. 25(b) of the I.D. Act, 1947, he has acquired the status of “workman”. He was illegally retrenched without being paid any retrenchment compensation in contravention of Sec. 25 (F) of the I.D. Act, 1947. The management has issued a circular on 22-3-91 whereby it was directed that on an employee’s being completed service of more than 240 days from 1-1-82 to 21-12-90, he be given opportunity for being appointed. The workman was called for interview on the basis of the above direction. His written examination held on 14-3-93 and oral examination on 8-8-93, but he was not given any appointment order. The service of the workman was terminated in contravention of provisions of Sec. 25 (G) & 25(H) of I.D. Act, 1947 and Rule 76. That after termination, he has been throughout unemployed till today. It is prayed that the management be directed to reinstate him in service with all back wages and benefits.

3. The management contested the reference and filed their Written Statement. It has been denied in the Written Statement that workman Shri Rajendra Panthi was employed as peon on 15-7-83 by the management. It has also been denied that Shri Panthi was employed with the management from 15-7-83 to 21-1-88 continuously and he worked for more than 240 days. The alleged circular dated 22-3-91 does not apply to Shri Panthi. He was given opportunity to appear in the written examination in the year 1993. He passed the examination. His name was also included in the panel keeping into consideration, the possibility of vacancy in the future the appointment shall be made from the panel and the candidates named in the panel would have to wait for their turn according to their serial number in the panel. That Shri Panthi used to be employed for sometime for cleaning the Bank for two to four hours per day according to need. He was not employed as full time worker. It has been denied that the management contravened the provisions of Sec. 25(F),

(G) and (H) and Rule 76. That Shri Panthi was given loan by the management bank of Rs. 4000/- on 22-8-86 for opening a betel shop so that he may stand on his own legs.

4. Workman Shri Rajendra Panthi in order to prove his case examined himself. Against it, the management in order to defend the reference examined Shri Heeralal Ramani the then Sr. Manager, Central Bank of India, Branch Tilak Chowk, Vidisha, MP.

5. Both the parties have also filed Photostat copies of documents in support of their respective contentions. But those copies have not been proved in accordance with the law of evidence. Therefore they cannot be read in evidence. Both the parties have also relied upon the copy of circular dated 12-3-91 issued by the Central Bank of India wherein certain directions have been issued to all the branch offices for absorption of temporary employees. This may be read in evidence because both the parties have placed reliance on it.

6. I have heard Shri Ashok Srivastava, Advocate for workman and Shri P. Jain, Advocate for management. I have very carefully gone through the entire evidence on record.

7. It has been submitted by the learned counsel for the workman that the workman was in the employment of the management as peon w.e.f. 15-7-83 to 27-1-88, the date when he was terminated from service and he has worked with the management for 251 days as temporary peon. The learned counsel for the workman emphasized that the above fact is proved by the oral testimony of workman corroborated by Photostat copies of certificate dated 27-12-96 issued by the manager of the Tilak Chowk branch of Central Bank of India, list of 251 working days in a year w.e.f. 15-7-83 to 14-7-84 and the list of details of work issued by the concerned branch of the Bank. The learned counsel for the workman in this respect placed reliance on 2004-LT(SC) 137 in the case of Rajasthan State Ganganagar S. Mills Ltd. Versus State of Rajasthan and another. It is to be noted here that the management has denied the above Photostat copies filed by the workman. Those copies have not been proved in accordance with the law of evidence. Moreover, Photostat copy of list of 251 working days in a year w.e.f. 15-7-83 to 14-7-84 does not appear to have been signed by any officer of the concerned branch of the Bank. Therefore the copies of the documents referred to above cannot be legally read in evidence. In this respect the workman deposed in his affidavit that he continuously worked with the management w.e.f. 15-7-83 to 27-1-88 and worked for more than 240 days. It is not stated by this witness that he worked with the management for more than 240 days continuously in one calendar year. Even if for the sake of argument only, it may be presumed that his deposition means that he worked continuously for more than 240 days in one calendar year, in that case too, his own

statement without being corroborated by any cogent evidence cannot be regarded as sufficient evidence for proving the fact that he worked continuously for more than 240 days in one calendar year as held in the law cited above.

8. Both the parties have placed reliance on circular letter dated 12-3-91 issued to all the offices of the Central Bank of India for absorption of temporary employees. In this circular letter, the offices of the Bank have been directed to award an opportunity of employment to the employees who were temporarily or casually employed on 1-1-82 or thereafter. In the next para of the circular, it is mentioned that those employees who have served temporarily for 240 days after 1-1-82 till 31-12-90 in any 12 months continuously, they shall be considered for absorption on the immediate vacant posts without any examination or interview. It is also mentioned therein that for their employment, there shall be no qualification or age bar. The learned counsel for the workman submitted that the management in para No. 4 of the WS admitted that the workman was awarded an opportunity to appear in the examination held in the year 1993 in which he was declared successful, but due to being no vacancy, he was not given appointment and was asked to wait for his turn according to Serial number in the panel. The learned counsel for workman emphasized that from the above, it is evident that the workman worked continuously for more than 240 days within 12 months because only those employees were given opportunity to appear in the examination who have worked for more than 240 days in 12 months. In this respect, the learned counsel for workman placed reliance on Photostat copies of the order passed by the Hon'ble High Court of Madhya Pradesh, bench at Indore in W.P. No. 1682 of 2000—Secretary, Madhyamik Shiksha Mandal, Madhya Pradesh, Bhopal versus Pawan Kumar Jain and others and W.P.S. No. 3642 of 2004—Commissioner, Indore Municipal Corporation, Indore versus Dharmendra. The above submission made by the learned counsel has no legs to stand because as per circular, those persons who have temporarily worked for 240 days in any 12 months continuously between 1-1-82 to 31-12-90 were required to be considered for their absorption in the immediately available vacancies without any examination and interview. Therefore the fact that the workman was allowed to appear in the examination does not prove the fact that he had worked with the concerned branch of the Bank for 240 days or more in any 12 months continuously. Thus the workman failed to prove that he worked for 240 days or more in any 12 months continuously. In the law cited above by the learned counsel for the workman, it has been held by the Hon'ble High Court that if an employee has worked for more than 240 days in one calendar year in that case, he is entitled to have the protection of labour laws provided

the employer is an industry subjected to labour laws. In the case at hand, the law cited above is of no help to the workman.

9. It has been pleaded in the Para-7 of the Written Statement that the reference is time barred because according to workman's averment, he moved for the reference after 14-15 years and therefore the reference is highly belated. The learned counsel for the management could not pointout as to where in the statement of claim, the workman has averred the above. He failed to show that the said averment exists on record of the reference. There is nothing on record to show as to when this proceeding was initiated for the first time. Only the averment of the workman in his statement of claim to the effect that he was permitted to appear in the examination in the year 1993 is not at all sufficient to indicate as to when the proceeding was initiated by the workman. Moreso, the law of limitation doesnot apply to the reference cases under ID. Act, 1947. Therefore it cannot be held that the reference is barred by time.

10. As held above, the workman has failed to prove that he worked continuously for more than 240 days in one calendar year with the management. He is not entitled to the relief of reinstatement in service. In view of the evidence discussed above, it is concluded that the action of the management in terminating service of the workman w.e.f. 28-8-88 is legal and justified. Having considered the facts and circumstances of the case, I am of the view that the parties should be directed to bear their own cost of this reference. The reference is, therefore, answered in favour of the management and against the workman and it is hereby held that the action of the management of Central Bank of India in terminating services of Sh. Rajendra Panti w.e.f. 28-8-88 is legal and justified. Consequently the workman concerned is not entitled to any relief. The parties shall bear their own costs of this reference.

11. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.आ. 1679.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 100/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12013/55/98-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1679.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workman, received by the Central Government on 16-5-2007.

[No. L-12013/55/98-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW

PRESENT

Shrikant Shukla, Presiding Officer

I.D. No. 100/2000

Ref. No. L-12013/55/98/IR (B-II) D t. 21-1-1999

BETWEEN

The Regional Secretary
Central Bank Empls. Asson, 470
Bnoor Bazasria Patey
Bareilly (U.P.)

AND

Central Bank of India
The Regional Manager, CBI,
88-B, Civil Lines,
Bareilly (U.P.) 243001

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute vide No. L-12013/55/1998-IR(B-II) dated 21-1-1999 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow:

"WHETHER THE ACTION OF THE MANAGEMENT OF CENTRAL BANK OF INDIA IN NOT RELEASING THE INCREMENTS DUE ON 1-4-94 AND 1-4-95 AND RECOVERY OF ALREADY PAID INCREMENTS IN THE YEAR 1992 AND 1993 OF SRI BRIJ BHUSHAN, AGRICULTURE ASSISTANT IS LEGAL AND JUSTIFIED ? IF NOT, TO WHAT RELIEF THE SAID WORKMAN IS ENTITLED ?"

The trade union has filed the statement of claim alleging therein that Sri Brij Bhushan is employed as Agriculture Assistant in Central Bank of India (here in after referred as the bank) and presently posted at Main branch Bareilly of the bank. Sri Brij Bhushan (here in after referred as workmen) was earlier working at Rampur branch of the bank, where he was put under suspension vide memo dt. 16-12-80. During the period of suspension the workman was entitled to and was paid subsistence allowance and he was granted annual increment during the period of

suspension. Worker was served with the charge sheet dt. 6-8-82 where after an enquiry was held and ultimately the punishment of stoppage of five increments was inflicted upon the workman vide order dt. 19-10-87. Later on workman was reinstated in the service of the bank on 20-7-89. During the period of suspension the bank granted annual increments which fell due on 1-4-81, 1-4-82, 1-4-83, 1-4-84, 1-4-85, 1-4-86 and 1-4-87 as per the provisions of Sastry Award and retained by the Bipartite settlements. As the punishment of stoppage of five increments was inflicted vide order dt. 19-10-87 the same was implemented from the date of next increment i.e. 1-4-88. Under the circumstances increments falling due on 1-4-88, 1-4-89, 1-4-90 and 1-4-91 were not released to the worker. The 5th increment could not be stopped as only four increments in the time scale on pay were due to the workman. The bank released annual increments falling due as on 1-4-92 and on 1-4-93. During the year 1993 one extra increment was granted to the workman as from 1-11-93 for computerisation as agreed to be paid in terms of Bipartite settlement arrived at between the Indian Bank's Association and the workman's All India Organisation. The workman ought to have been granted increment as from 1-4-94 and increment for fixed personal allowance from 1-4-95. The bank however did not release the last increment falling due on 1-4-94 and later the fixed personal allowance due on 1-4-95. Under the circumstances the workman represented to the bank in this connection vide his letter dated 10-5-94 and again represented on 2-1-95. Ultimately the worker received the reply on 14-3-95 from the bank. In the said letter bank advised that as per central office instructions staff under suspension was not entitled to increments falling due on 1-4-88 and 1-4-89 which were already released to him. Thus the punishment inflicted would be deemed to have started from 1-4-90, 1-4-91, 1-4-92, 1-4-93. Under the circumstances of the bank advised their intention to recover increments already released on 1-4-92 and 1-4-93.

The trade union represented over this illegal and unjustified decision of the bank vide their letter dated 6-4-95 which remained unreplyed. It is alleged that the bank's action in not releasing the increment falling due on 1-4-94 and fixed personal allowance increment falling due on 1-4-95 and ordering recovery of increments already released on 1-4-92 and 1-4-93 from the workman is illegal and unjustified. The trade union has therefore requested to the Tribunal to hold that the action of the bank in not releasing increments due on 1-4-94 and 1-4-95 to and ordering recovery of already paid increments in the year 1-4-92 and 1-4-93 from the worker is illegal and unjustified. Trade union representative requested the Tribunal may order to the bank to release the increments as stated above and not to recover the increments.

The opposite party has filed written statement wherein the management has admitted the suspension of the worker. The management has further submitted that

after the due inquiry two different punishments were given to the workman vide orders dt. 19-10-87 and 31-12-88. It is submitted that vide punishment order dt. 19-10-87 the punishing authority had ordered stoppage of five annual increments falling due next permanently which would have the effect of postponing future increments as per para 19.6 of Bipartite settlement, 1966 and vide order dt. 31-12-88, the worker was awarded punishment i.e. "Reduction of pay to next lower stage upto period of two years when charge sheeted employee reaches the maximum in the scale of pay. This punishment will be implemented after earlier punishment of stoppage of five increments is implemented fully". The above mentioned punishment has not been challenged by worker in any court and the same are still in operation and binding to the parties. It is also submitted that workman concerned drawing his salary in the pay scale of Rs. 1750 to 5500/- and according to the same he could draw the maximum amount of his salary that was Rs. 5500/- per month. On the basis of said pay scale he could draw only four annual increments. Although five increments had to be stopped as his first punishment but only 4 increments were due on the date of the order. Therefore the management stopped increment w.e.f. 1-4-90 to 1-4-93. It is submitted that the worker was released computer increment w.e.f. 1-11-93 and further annual increments on 1-4-94, 1-4-95 & 1-4-96.

As per the second punishment i.e. reduction of the pay to the next lower stage pay to the period of 2 years when the workman reaches maximum in the scale of pay, the following table will be arrived;

Year	Stage	Basic Pay	Remarks
1-4-96	20th	5500	Basic pay on 1-4-96
1-4-97	19th	5270	Ind punishment
1-4-98	19th	5270	implemented
1-4-99	20th	5500	Position revoked

It is evident that the increments for the year 1992, 1993 which has already been illegally drawn by the workman is to be recovered, but the same has not been recovered for certain administrative reasons, therefore, at present no cause of action of recovery is in existence and accordingly, the reference to this effect is illegal and bad in law. It is further reiterated that the punishment order dated 19-10-87 was made effective vide order dt. 20-7-89, therefore the first increment, which was to be stopped was w.e.f. 1-4-90 and not from 1-4-88. The management has denied that entitlement of increment from 1-4-81, 1-4-82, 1-4-83, 1-4-84, 1-4-85, 1-4-86 and 1-4-87. The bank management has accordingly stated that his action in recovering the amount of annual increment 1992, 1993 and not releasing the amount of 1994, 1995 is legal and justified and the workman is not entitled to any relief.

The trade union has filed rejoinder where it is stated that entire dispute is concerned with;

1. Payment of increments during the period of suspension and the date from which the punishment vide order dated 19-10-87 is to be implemented.

The first punishment order dtd. 19-10-87 was for stoppage of five increment which will have the effect of postponing the future increments. It means that the workman will not be granted increments for five years whereafter one increment each year will be released to him. The trade union has reiterated stand taken in statement of claim. It is further submitted that stage for implementing the punishment vide second order dt. 31-12-1988 will not arise. The bank has therefore has tried to unnecessarily confuse the matter. Since the order of punishment was based on 19-10-87 and as there was no mention in the order that the punishment will be effective w.e.f. 1-4-90 it will be effective as from 19-10-87 i.e. increment falling due next on 1-4-88 will be stopped and so on. If however, the contention of the bank has any force then increments falling due on 1-4-88 and 1-4-89 will have to be released which the bank did not release.

From the above pleadings following facts are not disputed.

1. The worker was suspended vide memo dtd. 16-12-80.
2. Punishment order were based vide dtd. 19-10-87 and 2nd order dtd. 31-12-88.

The legality of the above order are not challenged.

The worker claims that he earned increments falling due on 1-4-81, 1-4-82, 1-4-83, 1-4-84, 1-4-85, 1-4-86, 1-4-87 as per the provision of Shastri Award and retained in the Bipartite Settlement. The management has challenged that the worker could not have earned the increment during the period of suspension.

The 2nd dispute is that according to the management the stoppage of five increments have to be implemented w.e.f. 1-4-90 and not from 1-4-88. The management contention is based on order dt. 20-7-89.

The trade union has filed following photo copy of the documents;

1. Final order of punishment dtd. 19-10-87
2. Final order of punishment dtd. 31-12-88.
3. Copy of letter dtd. 30-5-94 from Sri Brij Bhusan to the Regional Manager, Bareilly of the Bank.
4. Copy of Indian Bank's Association Circular No. PD/CIR/76/528/586 dtd. 11-8-98.

The management has also filed photo copies of the documents i.e. C-67 and C-68.

The trade union has filed the affidavit of the workman and the opposite party has cross examined him.

The management has filed affidavit of his witness Sri. A.K. Gupta, Manager (Personnel) who has been cross examined by the representative of the trade union.

Heard learned representatives of the parties and perused evidence on record.

It is not disputed that the disciplinary authority on 19-10-87 passed following order of punishment : "Stoppage of Five Increments Falling Due Next Permanently which would have the effect of Postponed in Future Increments as Per Para 19.6 of Bipartite Settlement 1966."

It is evident from the said order that no date has been mentioned as to from which date five increments shall stand stopped.

Para 19.6 of Bipartite Settlement is as under :

19.6 : An employee found guilty of gross misconduct may :

- (a) be dismissed without notice; or
- (b) be warned or censured, or have an adverse remark entered against him; or
- (c) be fined; or
- (d) have his increment stopped; or
- (e) have his misconduct condoned and be merely discharged.

It is also not disputed that by the punishment order dt. 31-12-88 the disciplinary authority passed following orders on 31-12-88 :

"Reduction of Pay to next Lower Stage upto Period of two Years When Charge Sheeted Employee Reaches the Maximum in the Scale of Pay. This Punishment will be Implemented After Earlier Punishment of Stoppage of Five Increments is Implemented Fully".

It is also not disputed that on 20-7-89 the management invoke the suspension with immediate effect and by the same order it was mentioned that he was not entitled for difference of subsistence allowance and full salary.

It is also admitted fact that on 10-11-87 the management of the bank passed following orders.

"Stoppage of Five Increments Falling Due Next Permanently which would have the effect of postponing his future increments as per para 19.6 of Bipartite Settlement 1966."

It is also not disputed that the worker was reinstated in service of the bank on 20-7-89. According to the worker he was granted increments falling due on 1-4-81, 1-4-82, 1-4-83, 1-4-84, 1-4-85, 1-4-86 and 1-4-87 in accordance with the provision of Shastri Award and Bipartite Settlement. According to the management of bank worker could not have availed the increments during suspension period. According to the Bipartite Settlement Chapter 29 following provision is made out in para 19.3 which is reproduced below;

19.3 : (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.

- (b) If he be convicted he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in clause 19.6 below.
- (c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 19.11 and 19.12 infra relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service he shall be liable only for termination of service with three months pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension. If any and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper and the period of his absence shall not be treated as a period spent on duty unless the management so direct.
- (d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applied to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set below in Clause 19.11 and 19.12 infra relating to discharge and the provision set out above as to pay allowances and the period of suspension will apply, the period upto date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding after enquiry not to continue him in service the employee shall be liable only for termination with three months pay and allowances in lieu of notice, as directed above.

The Regional Manager, Central Bank of India vide his letter dt. 23-12-94 which is paper No. 7/4 clarified that in pursuance to Central office circular No. CO : PRS : DAD : 87 : 221 dt. 2-5-87 staff under suspension could not be allowed increment as such the increments for 1988 to 1989 were not due resultantly can not be considered under stoppage. The management of the bank has also filed the circular of Indian Bank Association dt. 18-7-87 vide No. PO/CDR/76/E/1745 which is paper No. C-68. Wherein decision of Personal committee conveyed that increments which fall due during the period of suspension for calculation of subsistence allowance will not be included. The view of the bank association is reproduced below;

"On a perusal of the wording of the clause pertaining to payment of subsistence allowance both in Sastry and

Desai Awards, it will be observed that the words "the pay and allowances which the workman would have got but for the suspension" were being liberally interpreted to include annual increments which the suspended workman would have drawn during suspension period but for the suspension. This does not appear to be a correct interpretation in as much as elsewhere in Sastry Award of confirmed by Desai Award, it has been stated inter-alia that in the workman is acquitted he shall be deemed to have been on duty during the period of suspension if any, and shall be entitled to the full pay and allowance minus such subsistence allowance as has been drawn and to all other privileges for the period of suspension " Accordingly, all other privileges should be construed to include not only leave of all kinds, LFC etc., but also annual increment which he would have earned as duty subsequently.

In view of the above Personnel Committee's decision of 5th Feb. 1987 was taken after full consideration of the legal aspects involved in the matter, may be reiterated. However, the increase consequent upon rise in D.A., revision of salary, etc., may be taken into account for computing subsistence allowance as hitherto."

By the circular dt. 2-5-87 which is paper No. C-67 by which the bank circulated instructions that staff under suspension will not be allowed increments falling due during the period of suspension. The contents of C-67 are reproduced below :

"It will be observed that increment is an incidence of employment and an employee has to earn the increment by working for full year and drawing full salary. A suspended employee does not come under the category of such an employee. Needless to mention that in case an employee is exonerated in a departmental enquiry full emoluments for the period under suspension and also increment/s falling due will have to be paid/released."

The said circular of the bank is prospective i.e. 2nd May, 1987 wherein it is instructed "We have to advise that in future the worker staff under suspension would not be allowed increment falling due during the period of suspension."

The witness of the management Sri A.K. Gupta, Manager Personnel has stated in affidavit that order dt. 19-10-87 and 31-12-88 could not be made effective till the order dt. 20-7-89 was passed.

It is admitted fact that worker concerned was facing two charge sheet for committing mis conduct and in both the cases orders dt. 19-10-87 and 31-12-88 were passed . The worker has not been reinstated in the service immediately after the punishment order dt. 19-10-87 it was only after 20-7-89 that the punishment order in second case is also passed that the suspension was revoked and he was directed to resume duties immediately.

It is also not disputed that the increments are added in the salary of the worker on the 1st day of April every

year, therefore the 1st increment falls due to the worker only on 1-4-90, therefore according to the punishment in first charge sheet the worker could have earned increment on 1-4-90, 1-4-91, 1-4-92, 1-4-93, 1-4-94 but the management has stated that the first increment was to be stopped was w.e.f. 1-4-90 and not from 1-4-88. According to the worker himself the workman was drawing basic pay 2270 on 19-10-87 therefore on 1-4-90 his basic pay at the 16th stage shall be 2270 and will continue upto. 1-4-93 on the same basic pay. According to the management although 5 increments was to be stopped as per the first punishment but only 4 increments were due. Thus the first increment was allowed on 1-4-94 thus the worker is not entitled to get any increment from 1-4-90 to 1-4-93 but by omission he was allowed annual increment for 1-4-92 to 1-4-93 which he was not legally entitled for. When the aforesaid omission came to the knowledge of the bank, the bank did not allow to the worker which was due to him on 1-4-94 and 1995.

The argument forwarded on behalf of the worker is that the worker reached the 16th stage in the 20 years time scale of clerical cadre on 1-4-87 before 10-11-87 when the first order of punishment dt. 19-10-87 was communicated to him only four increments were available to him in the time scale before he to reach the maximum of the clerical scale of pay after 10th Nov. 1987 i. e. the date of effect of punishment order dt. 19-10-87. Accordingly, the management stopped postponed the next four increments of Shri Brij Bhushan which were fall due on 1-4-88, 1-4-89, 1-4-90, 1-4-91 respectively and these four increments of worker were to be released by the bank management on 1-4-92, 1-4-93, 1-4-94, 1-4-95 respectively. It has been argued on behalf of the worker that annual claim in respect of pay and allowances due to him as per Bipartite settlement amended upto date is furnished below ;

Date	Salaries (Rs)	DA, HRA, CCA other allowances as prevailing
1-4-94	5500	-do-
1-4-95	5500 + FPA	-do-
1-4-96	5500 + PQA I	-do-
1-4-97	5500 + 1st Stg. in + FPA + PQA II	-do-
1-4-98	-do-	-do-
1-4-99	-do-	-do-
1-4-2000	8980 + IIInd Stg. in + PQA + FPA	-do-
1-4-2001	-do-	-do-
1-4-2002	-do-	-do-
1-4-2003	8980 + IIIrd Stg. in + FPA + PQA	-do-
1-4-2004	8980	-do-

The opposite party has disputed the claim of the management and has stated that by the first order five increments of the work was to be stopped permanently and since the workman was not entitled to any increment during the period of suspension therefore he could not have earned the increments on 1-4-88 and 1-4-89. The suspension order of the worker was revoked by the order of the management dt. 20-7-89. Therefore the worker could have earned the first increment after revocation of suspension order on 1-4-90. Opposite party has further argued that interpretation of Shastri Award was explained by the Indian Bank Association letter No. PD/CIR/76/B/1745 dt. 18th July 1987 and the circular No. PRS : DAD : 87 : 221 dt. 2nd May 1987. As long as that circular of Indian Bank Association was not implemented the worker earned annual increments upto 1987 and the subsequent circular came into effect the increments dt. 1-4-88 and 1-4-89 were not released.

The representative of the management has argued that in 1987 the worker was at the 16th stage of the scale and only 4 increments were available to him therefore the worker is not entitled for the 4 increments right from 1-4-90 to 1-4-93. The representative of the opposite party has relied on the chart given in the written statement at page 4. The representative of the management has also stated that immediately when the worker reached at the maximum of pay scale at 20th stage the second punishment order i.e. reduction of pay to the next lower stage upto the period of 2 years when the employee reaches maximum in the scale of pay, and accordingly following table arrived at;

Year	Stage	Basic Pay	Remarks
20-7-89	16th	2270/	On the date of revocation of suspension
1-4-90	16th	2270/	Stoppage of 1st increment.
1-4-91	16th	2270/	Stoppage of IIInd increment.
1-4-92	16th	2270/	Stoppage of 3rd increment.
1-4-93	16th	2270/	Stoppage of IVth increment.
1-11-93	17th	2390/ (Rs. 4645/- as per VI BPS)	Computer increment
1-4-94	18th	4875/	Annual increment
1-4-95	19th	5270/-	Annual increment.
1-4-96	20th	5500/ (Max.)	Annual increment.

Reduction of Pay

Year	Stage	Basic Pay	Remarks
1-4-96	20th	5500/-	Basic pay as on 1-4-96.
1-4-97	19th	5270/-	Ind punishment implemented
1-4-98	19th	5270/-	
1-4-99	20th	5500/-	Position revoked.

According to the management the basic pay to stage of clerical staff in the relevant case is produced below :

Clerical Staff

Stage Revised 5th settlement	6th settlement
(1)	(2)
1. 900	1750
2. 950	1850
3. 1000	1950
4. 1075	2095
5. 1150	2240
6. 1225	2385
7. 1300	2530
8. 1400	2725
9. 1500	2920
10. 1600	3115
11. 1700	3310
12. 1810	3525
13. 1920	3740
14. 2030	3955
15. 2150	4185
16. 2270	4415
17. 2390	4645
18. 2510	4875
19. 2740	5270
20. 2860	5500
Statgnation increments	
2980	5730
3100	5960
3200	6190
	6420

I am of the considered opinion that Shastri Award as clarified by the Indian Bank Association and bank is bound

by the said circular, according to which the worker is not entitled to the annual increments on 1-4-88 and 1-4-89 as he was under suspension. According to the first punishment order the five increments were to be stopped as per schedule below :—

20-7-89	16th stage	2270
1-4-90	16th stage	2270
1-4-91	16th stage	2270
1-4-92	16th stage	2270
1-4-93	16th stage	2270
1-4-94	16th stage	2390

By the punishment order five increments have been stopped, Increments are annually there is no order to the effect that the increments should be stopped till 20th stage. It is not a good interpretation that only 4 increments were to be stopped as only 4 were available. Punishment order warrants the stoppage of 5 increments and no case 4 increments. However, if the management confined stoppage 4 increments only then it is left to them but in no case the worker was not entitled to earn any increment on 1-4-92, 1-4-93 as the punishment order dt. 20-7-89 was in forced. The trade union's plea that 4 increments were to be stopped w.e.f. 1-4-88 to 1-4-91 is not tenable in any case. Worker has already been paid the increments on 1-4-92 and 1-4-93 for which he was not entitled. The representative of the management has submitted during the course of argument that the management has no hesitation to release the increments due on 1-4-94 and 1-4-95 but it seeks adjustment of increments already paid erroneously to the worker on 1-4-93 and 1-4-94.

On the discussions above I come to the conclusion that worker was not entitled to the increments in the year 1992 and 1993 and is entitled to increments 1-4-1994, and 1-4-95 and accordingly the worker is entitled to adjustment of the increments already paid and due to him. Award passed accordingly.

LUCKNOW

8-5-2007 SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.आ. 1680.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/83/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-07 को प्राप्त हुआ था।

[सं. एल-12012/48/2001-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1680.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/83/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Dena Bank and their workmen, received by the Central Government on 16-5-2007.

[No. L-12012/48/2001-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT:

A. A. Lad, Presiding Officer,

Reference No. CGIT-2/83 of 2001

Employers in Relation to the Management of Dena Bank
The Assistant General Manager (P)

Dena Bank

World Trade Centre, 7th Floor

Cuffe Parade, Mumbai-400 005.

AND

Their Workmen

Shri Deepak Narayan Jadhav

Lata Kunj Co-op. Housing Society Ltd.

Plot No. 218/28, Sector No. 2

Charkop, Kandivli (W)

Mumbai-400 067.

APPEARANCES

For the Employer : Ms. Nandini Menon
Advocate

For the Workmen : Mr. V.J. Amberker
Advocate

Mumbai, Dated 12th April, 2007.

AWARD PART-I

The Government of India Ministry of Labour, by its Order No. L-12012/48/2001/IR (B-II) dtd. 18/22-06-2001 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of M/s. Dena Bank by dismissing Shri Deepak Narayan Jadhav from the services of the Bank is justified and proper? If not, then what relief the workman is entitled to?"

2. Claim statement is filed by second party workman at Ex-9 stating that, he was taken by First party as a Cleaner

cum Sepoy and worked there for 11 years. He was drawing wages Rs. 2500/- p.m. He was dismissed for the alleged misconduct mentioned in the chargesheet dt. 6-1-89. He state that, allegation leveled against him of forgery with customer Shri Virendra Patel has no meaning. Infact he alone cannot be held responsible for alleged act of collusion with customer. However he was made scapegoat. Even said customer was not examined in the enquiry. Other concerned staff who are related with record of register of first party were not enquired in the enquiry. The punishment of dismissal issued against second party for alleged misconduct is not just and proper. Other were omitted and ignored by the first party from the said charges. Inquiry Officer ignored the custody of record and custody of First Party. He also ignored the keys of various sections kept with officer of First party. Beside he has also ignored how second party alone can falsely credit in SB A/c of the customer without help of other officers of first party. Those are not examined before IO nor examined by first party to find out real truth. Actually number of enquiry are involved in the said misconduct. Infact Inquiry Officer ought to have gone through whole truth of the matter. But it did not happen. Besides he was assured that, lenient view will be taken while awarding punishment and was asked to participate in the enquiry which was rather technical one. It is not alleged by the first party that, second party alone was responsible for alleged act. Inquiry Officer has not mentioned any remark in his finding and report on point of ledger and signature taken of customer on it. Even handwriting on the ledger is not examined by Inquiry Officer. There was no evidence of Inquiry Officer to conclude second party responsible for misconduct alleged in the chargesheet. Even dismissal given was shockingly disproportionate and devoid of any merit. After his dismissal he was forced to stay at native place. He has no source of income. He stated that, he has played no fraud nor pocketed any amount of Management. So it is prayed that enquiry conducted be declared no as uper principles of natural justice, findings perverse and punishment awarded of dismissal be set aside with direction of reinstatement with benefit of backwages and continuity of service.

3. The prayer of the Second Party is challenged by First Party by filing Written Statement at Ex-12 stating that, workman was dismissed by order dt. 30-3-1989. Appeal was preferred by him which was also turned down on 14-6-1989 and thereafter he raised dispute about his dismissal after about 11 years without explaining reason as to why he is that much late in raising dispute and demand of reinstatement. According to First Party, second party in collusion with one Shri Virendra Patel an account holder of First Party having Savings Bank Account No. 6184 committed fraud on Bank to the tune of Rs. 4,75,948.55 and in Account No. 6915 fraud was committed of Rs. 3,07,233.00 which was standing jointly.

in the name of Mrs. Indira Patel and Mrs. Maniben Patel. It was also noticed by First party that, said workman removed from Savings Bank A/c. No. 6184 ledger No. 3 which was in the joint name of Mohanlal Patel and Virendra Patel where balance was Rs. 181.73 and arranged with said Virendra Patel to make several fictitious credit entries as if it was done on different dates subsequent to the last balance Rs. 181.73. Thereafter Second party workman put the folio back in to the said ledger. As a result of such fictitious credit entries in the ledger book showed credit balance Rs. 4,76,140.28 as on 19-10-1988. Thereafter, the account holder Shri V. N. Patel opened 2 fictitious account in the name of Royal Traders and Sai Builders with Canara Bank and withdrew sum of Rs. 4,51,101/- through it. Similar fraud was committed by V. N. Patel and said workman which was in the joint name of Mrs. Indira Patel and Mrs. Maniben Patel.

4. When fraud was noticed, Charge sheet dt. 6-1-1989 giving all details were served on Second party where charge of (i) tampering with Bank's record (ii) Committing fraud on Bank (iii) doing acts prejudicial to the interest of the Bank were leveled.

5. One Mr. D. B. Kulkarni of Worli Branch was appointed as Inquiry Officer. Second party was represented in person whereas Bank was represented by Mr. B. Saikumar. As per desire of the Second party, Charge Sheet was translated in Marathi. The procedure of inquiry was explained to Second party. That time Second party admitted of removal of ledger folio of Savings Bank A/c. No. 6814 and 6915 from ledger No. 3. He also admitted the credit entries in the said folio made by V.N. Patel and his associate. He also admitted that, he kept back said folios in the ledger. He also admitted that, cheque of Rs. 21,000/- was deposited by V.N. Patel in the Account of Royal Traders and was cleared by Bank. He also admits about fictitious credit entries made in SB A/c No. 6184 and 6915 and balance was increased in said respective accounts. In that scenario, explanation was sought from Second party and was asked to lead evidence. But he did not do so.

6. Relying on said admission Inquiry Officer submitted his findings on 24-1-89 holding Second party guilty of the charges and observed that, he has committed fraud on Bank and said was of very serious nature.

7. Full opportunity was given to Second party. However he did not utilize it and happily admitted the guilt as well as charges leveled against him. Even personal hearing was given in the departmental enquiry as well as in the appeal. The argument of second party was that, lenience be taken considering his age and future. The appeals preferred by Second party were rejected and now after about 11 years, he challenged the dismissal for no reason. So it is submitted that, enquiry conducted to be declared as per principles of natural justice and findings given by Inquiry Officer was given on the evidence placed

before him. It is also submitted that, decision taken by first party of dismissal is just and does not require any interference.

8. In view of the above pleadings, my Learned Predecessor framed issued at Ex-15. Out of them, issue No. 2 & 3 are ordered to try as preliminary issues which are as under :

Issues

Findings

2. Whether the domestic inquiry conducted against the workman was as per the principles of natural justice? No.

3. whether the findings of the inquiry officer are perverse? Yes.

Reasons

Issues 2 & 3 :—

9. Second party challenged his dismissal after about 11 years taking stand that, proper opportunity was not given in the enquiry. Inquiry Officer was not having evidence to hold him guilty. No other witness is examined. The alleged act cannot be done by second party alone. That aspect was not considered by Inquiry Officer. However, other officers are not put by the First party in dock and were questioned about their own act. Second party was made scapegoat just to escape others and was victimised by the first party. Whereas case of the First Party is that, when second party has admitted the guilt and charges leveled against him as well as role allegedly played by him regarding account of V. N. Patel and joint account of Mrs. Indira Patel and Mrs. Maniben Patel more precisely in connection with S. B. A/c. No. 6184 & SB A/c No. 6915 respectively. He also admits that, he removed the concerned documents from the Bank, helped V. N. Patel in manipulating those as well as helped them to commit fraud on Bank which infact was not expected from the second party being a employee of the first party. When he admitted all guilt and only pray for leniency, decision of dismissal was taken, which he challenged after about 11 years need not be entertained and considered.

10. To prove that, second party place reliance on his affidavit filed at Ex-18 where he reiterated all this story. In the cross he state that, his services were terminated in 1989 and he was served with Charge sheet dt. 6-1-89. He admits that, he himself defended his case. He also admits that, he did not request Inquiry Officer to allow him to be represented by defence representative. He also admits that, copies of the proceedings were given to him and charge sheet was explained in Marathi. He also admits that, after 11 years first time he is challenging dismissal.

11. The record and proceedings reveal that, his is the only evidence in this reference. Second party closed his evidence by filing purshis Ex-19. It is pertinent to note that, though opportunity was given to the First party it chose not to lead any evidence though on number of

dates matter was adjourned to facilitate First party. Even original enquiry proceeding is not placed on record by First party. There are copies with Ex-17 but most of them are not readable. Even no reason is given as to why first party unable to place evidence on record and enquiry proceeding in the original form.

12. It is matter of record that, there was alleged fraud in the account of one Mr. V. N. Patel and in the joint account of Mrs. Indira Patel and Mrs. Maniben Patel. But the record & proceedings on record does not reveal that, those concerned account holders were examined before Inquiry Officer. Besides, one cannot ignore that second party was working with first party as Cleaner-cum-Sepoy. One also cannot ignore the duties of employee like second party. It is alleged that, folio and ledger book were removed by second party and made it available to V.N. Patel. However it is not made clear who is that V. N. Patel? Either he is customer or employee of Bank? Beside it is not made clear who actually made fictitious credit entries in the ledger and by whose initials those were confirmed? It is also not made clear who is the actual culprit behind this and whether second party alone can be held responsible? Simply because he removed the folios and made it available to Patel, question arises how entire responsibility can be rested on the second party workman? Simply because he removed folios and kept those back in the ledger, he is equally countable with making Fictitious entries in the said account? Infact stand taken by first party reveals that it accepted guilt of the second party and gave conviction of dismissal from the employment, if noted, he was not represented in the enquiry. It is to be noted that, evidence of V. N. Patel or that of Mrs. Indira Patel and Mrs. Maniben Patel is not recorded. Even it is not made known who made those fictitious entries and who encashed the cheques of the V.N.Patel to transfer said amount in account of Royal Traders and Sai Builders opened with Canara Bank? So all expected link in connection with said transaction is not established by the first party to presume second party has done all those and he is the only responsible person.

13. If we consider all these, coupled with discussion made above, I conclude that, evidence placed on record is not sufficient to conclude that, enquiry was fair and proper and findings are just.

14. when I conclude that, enquiry was not fair and proper and findings perverse, it is the first party who has to justify its action taken by it in this scenario. So I answer above issue to that effect and passes following order:

ORDER

- (i) Enquiry is not fair and proper
- (ii) Findings perverse.
- (iii) First party to justify its action by leading evidence.

Date: 12-04-20007

A. A. LAD, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.आ. 1681.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुंबई के पंचाट (संदर्भ संख्या 2/125/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-07 को प्राप्त हुआ था।

[सं. एल-12011/161/2001-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1681.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 2/125/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2, as shown in the Annexure in the Industrial Dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 16-5-2007.

[No. L-12011/161/2001-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT:

A. A. LAD, PRESIDING OFFICER

Reference No. CGIT-2/125 of 2001

Employers in Relation to the Management of Bank of Maharashtra

The General Manager (P)

Bank of Maharashtra

1501, Lokmangal, Shivaji Nagar

Pune-411 005. (MS)

AND

Their Workmen

The General Secretary

Bank of Maharashtra Employees Union

Mahabank Bhavan

C-3, N-1 Town Centre

CIDCO

Aurangabad-431 003.

APPEARANCES:

For the Employer : Mr. M.B. Anchan
Advocate

For the Workmen : Absent

Mumbai, Dated 16th April, 2007.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12011/161/2001/IR (B-II) dtd. 13-11-2001 in

exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Bank of Maharashtra in imposing the punishment of withdrawal of special allowance permanently, reduction in the scale of pay by two stages and stoppage of two increments with cumulative effect upon Shri V.M. Gangakhedkar, Special Assistant is legal and justified? If not, what relief the workman is entitled to?”

2. To support the subject matter in the reference, Claim Statement is filed at Ex-6 which was disputed by First Party by filling Written Statement at Ex-9. Issues were framed at Ex-13 and reference was posted for recording evidence.

3. Roznama reveals that, Union is not attending the reference since long time. Reference is of 2001 and we are in middle of 2007. Noting the absence of Union since long, I conclude that, Union is not interested in pursuing the reference. Hence the order.

ORDER

Reference is disposed of for want of prosecution.

Date: 16-04-2007

A.A. LAD, Presiding Officer

नई दिल्ली, 21 मई, 2007

का.अ. 1682.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में विद्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 505/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/57/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S.O. 1682.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 505/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 16-5-2007.

[No. L-12012/57/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I.D. No : 505/2k5

Registered on : 22-08-2005

Date of Decision : 30-03-2007

Deva Nand C/o Shri R. P. Rana, House No. 2360
Sector-38-C, Chandigarh

Petitioner

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office,
Amritsar

Respondent

APPEARANCE:

For the Workman : Mr. R. P. Rana

For the Management : Mr. J. S. Sathi
Advocate

AWARD

This is reference made by the Government of India, Ministry of Labour, New Delhi vide their order No: L-12012/57/2003-(IR-(B-II)) dated 11th Sep., 2003, for adjudication by this Tribunal. The reference reads as under :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Deva Nand S/o Shri Chuni Lal, Ex-Peon (Daily wage basis) w.e.f. 1-2-2002 without any notice and without any payment of retrenchment Compensation is just and Legal ? If not, what relief the concerned workman is entitled to and from which date.

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager Personel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 8th July, 1985 on initial Pay Scale + D.A in Batala Road, Amritsar Branch till 1st Jan., 2002. He was then posted in different Branches of the Management Bank. His services were terminated w.e.f. 1st of Feb, 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of Sections 25-F, G and H of the Industrial Disputes Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in

the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the work is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated Voluntary Retirement Scheme, 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by Section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr. Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MW1 and documents MW1 to MW1/27. He admitted that the workman was working with the Management as casual labourer. He was paid monthwise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one months notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in

the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f. 1st of Feb., 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No. 1 of his statement of claim has claimed that he had served the Management continuously from 31st of January, 2002 backwards till 8th July, 1985. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal Office, but the fact remains that those branches were under that control of the Zonal Office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the work had not served the Management continuously for 240 days twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross-examination, therefore, he is not entitled to regularization in service. Relying upon the judgment of Punjab and Haryana High Court passed in the case of "The Head Master, Government High School, Behrana *Versus* Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of Section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Punjab and Haryana High Court in the following case :

(1) Secretary, State of Karnataka and Ors. *Versus* Uma Devi and Ors being appeal Nos. 3595-3612 of 1999m 1861.2063 and 3849/2001m.3520-3524 of 2002 and 1968 of 2006.

For the Management : Mr. J. S. Sathi,
Advocate

AWARD

This is reference received from the Government of India vide their order No. L-12012/6/2003-IR(B-II), dated 9th Sep., 2003 which reads as under. The appropriate Government has desired to adjudicate upon this reference and reply the same within three months :—

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Surjit Singh S/o Shri Hakam Singh, Ex-Peon (Daily Wage Basis) w.e.f. 14th Jan., 2002 without any notice and without any payment of retrenchment compensation is legal and just ? If not, what relief the concerned workman is entitled to and from which date ?”

In compliance to the directions the workman appeared and filed his Claim Petition by which he has claimed that he was appointed as Peon on 1st Jan., 1983 and he had served them till Feb., 2002, in different branches of the Management Bank in Chandigarh, Ludhiana and Mohali; and that his services were terminated abruptly. At the time of his termination he was earning Rs. 4100.60 as his wages in a regular pay scale and was also getting HRA, DA, overtime and other benefits. He was also placed in the panel of peons approved by the Bank. In this way he continuously served the Management for 19 years without giving any reason to complain against him. Before terminating his services the Management neither issued him any notice nor paid wages for the notice period. No inquiry was held against him. He was also not paid retrenchment compensation although he had served the Management for more than 240 days within one year preceding the date of his termination. The Management therefore, violated the provisions of Section 25-F of the Industrial Disputes Act for Brevity “Act”. The Management after terminating his services engaged a person who is performing the duties but is being paid by round about methods. He has also claimed that the post against which he had worked is still available. Relying upon the judgement of Punjab and Haryana High Court, passed in the case of State of Punjab V/s Balbir Singh reported as 2002(1) SCT 2293 it is claimed by him that since he had served the Management for 19 years, therefore, the presumption is that the Management has regular need for the services, therefore, the Management after terminating his services, has engaged another person. They have however, resorted unfair labour practice, punishable under Chapter -V of the Act, for which they are required to be punished. He has prayed for setting aside his termination from service and for a direction to the Management to reinstate him in service, pay him all the back wages along with interest at the rate of 18% p.a. and give him all other service benefits. The workman has supported his claim by his affidavit.

The Management has denied the claim of the workman by their Written Statement. It is stated by them that the workman has no basis to maintain the claim since he was engaged purely on temporary/Casual Basis and was not recruited by following the procedure, laid down for appointment for. According to the rules the Zonal office was the appointing authority and the workman was not appointed by the said authority, therefore, he has no right to remain in the employment of the Bank. It is also their claim that there are no vacancies available with the Management Bank and it has already floated Voluntary Retirement Scheme, 2000. The workman has also no right to go beyond the scope of the reference nor this Tribunal can travel beyond that. Even otherwise the Management had entered into an agreement with the majority of Trade Union of Employees of the Bank. According to that the vacancies available in the Bank could be filled with temporary and Casual Employees waiting in line. The workman has, however, no legal right for reinstatement. On merit, it is stated by them that the workman was not appointed by the Zonal Office, the competent authority, to make such appointment, therefore, he had no right to remain in service. The engagement of the workman, in different branches, could not be clubbed together to determine his length of continuous service, as his appointment in each branch was fresh appointment and could not be said to be a continuous engagement. Denying that the workman had continuously served the Management, it is stated by them that the action of the Management is not visited by any legal infirmity. The workman was not given any assurance of being absorbed on regular basis. The authority relied upon by the workman is not helpful to him. The Management has not violated the provisions of the Act or principles of natural justice, therefore, the workman is not entitled to any relief. The Management has supported their claim by an affidavit of Shri Jagjit Singh Puri, their Senior Manager, who also appeared as a witness and proved his affidavit.

The witness of the Management, in his statement admitted that the workman figured in the panel of approved peons prepared by the Zonal Office. He denied that after the termination of services of the workman, the Management had recruited fresh hand. The workman in his statement admitted that neither any public notice nor any advertisement was issued by the Management inviting applications for the posts of peons. He, however, claimed to have applied for the post. He admitted that at the time of termination of his services he was working in the Extension Counter of Punjab School Education Board, Mohali which was a fresh one, but no regular appointment order was issued in his favour. He claimed that he was appointed on temporary post of peons. He denied the suggestions that he was engaged intermittently or that he was engaged by an incompetent officer or that his services were terminated on the completion of the job.

From the facts which have emerged out from the pleadings of the parties, it is shown that there is no dispute that the workman had served the Management from the year 1983 till Jan., 2002 although his engagement was visited by gaps. It, however, cannot be said that he had not served for 240 days continuously 12 months preceding 11th Jan., 2002 when his services were terminated by the Management. The Management has failed to show that before terminating his services they had issued one month's notice to the workman or had paid him the wages for the notice period. They have also failed to show that the workman was paid retrenchment compensation in terms of Section 25-F of the Act. The Management has taken the stand that since the engagement of the workman was not in accordance with the recruitment procedure, therefore, he had no right to hold the post. It is also their plea that the workman had not continuously worked nor his appointment in different branches, could be clubbed together, to show that his services were continuous. They have however not claimed that the branches where the workman had served, were not of the Punjab and Sind Bank and were unconnected with the Management.

On record I find a number of letters such as letter dated 16th Jan., 1997, 2nd Sep., 1998, 6th Sep., 1999, 1st Feb., 2001, 13th Nov., 1990, 19th August, 1998, statements exhibit W-7 which go to show that Surjit Singh, the workman, had served the Management for 494 days continuously from Sep., 1999 to Jan., 2001 and in this way for 345 days 12 months preceding the date on which his services were terminated. These letters also show that the workman was in the panel list of peons of Chandigarh prepared by the Zonal Office of the Management and the letter dated 19th August, 1998, written by Chief Manager to the Assistant General Manager of the Management Bank, Ludhiana shows that the Chief Manager had recommended for the appointment of the workman as temporary peon in Punjab. The Branch Manager of Management Bank, extension counter Gian Jyoti Public School, had appointed the workman as temporary peon. Thus by their own admission the Management has admitted that the workman was engaged by them; and that he was on the panel of peons, prepared by the Management. There are also photo copies of statements of personal account of the workman maintained by the respondent Bank, pertaining to the period from April, 2000 to August, 2002 which also show that the workman was paid wages by the Management during that period; that also shows that the workman had served the Management for more than 240 days, preceding the date of termination of his services. The Management thus violated the provisions of Section 25-F of the Act, by failing to give one month's notice to the workman or wages for the notice period and the retrenchment compensation, before terminating his services. The termination of services of the workman, therefore, was bad in law and the same is required to be quashed. I accordingly quash the termination of the

workman by Management, done on 11th Jan., 2002. The workman is held to be in service as if there was no order of termination of his service.

I do not find any evidence with regard to the claim of the workman that the Management had engaged a person, on the post, on which the workman was engaged after terminating his services. Without giving the workman preference to join on that post and thereby violated the provisions of the Act.

Now the question comes as to what relief the workman is entitled to. Since the termination of services of the workman has been held bad in law and has been quashed, therefore the workman is deemed to be in service all through this period as if there was no order of termination of his services by the Management. Hon'ble Supreme Court of India in the case of *National Fertilizers Ltd. and Woodens Vs. Somveer Singh* reported as 2006(3) SCT 67 has laid down that an appointment made without following the procedure prescribed, without advertising the post and even without there being any existing post, the regularization on such a post was not only illegal but also irregular and, therefore, such an appointment could not be relevant. Their Lordship took note of the judgement passed in the case of *Secretary of State of Karnataka Vs. Uma Devi*, Reported as 2006(SCT 462). The constitutional Bench in the Hon'ble Supreme Court in the said judgement observed as under :—

Thus it is clear that adherence to the rule of equality in public employment is a basic feature of our Constitution and since the rule of law is the core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution. Therefore, consistent with the scheme for public employment this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis the same would come to an end when it is discontinued. Similarly a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.

The law laid down by the Hon'ble Supreme Court is not applicable to the facts of this case. As discussed above the appointment of the workman was in accordance with the procedure laid down as he was on the penal list of temporary peons prepared by the Management, and under that authority he was engaged by the Management, but his termination was not done in accordance with the provisions of the Act. The workman is, therefore, entitled to the back wages from the date of termination of his services. The workman has not claimed that during this period he was not gainfully engaged in his Claim Petition. Only in his oral statement he stated that I am unemployed, without showing that he did not work during this period at all. Even otherwise how could he survive without earning. Thus I feel that he may not have been engaged gainfully as he would have been what for the termination of his services. He would have definitely earned to make both ends meet. He is required to be compensated. Therefore, I hold that the workman is entitled to back wages only to the extent of 50%. The reference is answered in his favour and against the Management. Let the copy of this award be sent to the appropriate government for necessary action and file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का. आ. 1684—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 516/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/9/2003-आई. आर. (बी-II)]

राजिंदर कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1684.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 516/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 16-5-2007.

[No. L-12012/9/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

Presiding Officer: Shri Kuldip Singh

Case I. D. No: 516/2k5

Registered on : 22-08-2005

Date of Decision : 30-03-2007

Surinder Kumar C/o Shri R. P. Rana, House No. 2360
Sector-38-C, Chandigarh

.....Petitioner

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office,
Amritsar

.....Respondent

APPEARANCE

For the Workman

Mr. R. P. Rana

For the Management:

Mr. J. S. Sathi

Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi vide their order No. : L-12012/9/2003[IR (B-II)] dated 2nd May, 2003, for adjudication by this Tribunal. The reference reads as under :

"Whether the action of the management of Punjab & Sind Bank in Terminating the Services of Shri Surinder Kumar, S/o Shri Kishori Lal, Ex-Peon (Daily wage basis) w.e.f. 1-2-2002 without any notice and without any payment of Retrenchment compensation is just and Legal? If not, what relief the concerned workman is entitled to and from which date ?"

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager personel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 12-06-1995 on initial Pay scale + D.A. in Sham Nagar Branch, Amritsar. He was then posted in different Branches of the Management Bank in Amritsar as detailed in the Claim Statement. His services were terminated w.e.f. 1st of February, 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of Sections 25-F, G and H of the Industrial Dispute Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a

writ in the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the work is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated voluntary retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W 1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr. Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MW/1 and documents MW1/1 to MW1/27. He admitted that the workman was working with the Management as casual labourer. He was paid monthwise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one months notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in

the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f 1st of February, 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No. 1 of his statement of claim has claimed that he had served the Management continuously from 31st of January, 2002 backwards till 12th March, 1996. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal Office, but the fact remains that those branches were under that control of the Zonal Office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the work had not served the Management continuously for 240 days twelve months preceding the date of his disengagement:

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Panjab and Haryana High Court passed in the case of "The Head Master, Government High School, Behrana *versus* Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Panjab and Haryana High Court in the following case:

(1) Secretary, State of Karnatka and Ors. *versus* Uma Devi and Ors. being appeal Nos. 35953612 of 1999m 1861-2063 and 3849/2001m 3520-3524 of 2002 and 1968 of 2006.

(2) 2003 (3) SC 559.

- 3) 1997 Lab. IC 2075
- 4) 1997 RSJ 255
- 5) 2003 (5) SLR 776 (P & H High Court)
- 6) 1999 (3) RSJ 76 (P & H High Court)
- 7) 1998 (4) SLR 15 (P & H High Court)
- 8) 1991 (1) SCT 814 (P & H High Court)

The workman has countered the claim of the Management and has relied upon the judgments reported as 2006(1) RSJ 80,312,314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka *versus* Uma Devi is the latest law on the subject. In this case the tribunal is not required to examine whether to regularize the services of the workman or not or re-instate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi case Hon'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Punjab and Haryana in the case of "The Head Master, Government High School Behrana *versus* Aji Singh (supra) as their Lordship did not consider the impact of their opinion on Section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not. What they are required to do is to follow the provisions of the Act before terminating the services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

The Management has admitted that they had not given notice to the workman before terminating his services nor he was paid retrenchment compensation. The Management, therefore, did not follow the provisions of Section 25-F of the Act before terminating his services. The disengagement of the workman was therefore, bad in law and the same is quashed. The workman is treated to be in service as if he was not disengaged by the Management. He is entitled to all the service benefits including back wages.

The question now arises as to how much back wages he should get as neither in the statement of claim nor in his statement he has claimed that he has remained without work all through this period. The Management has also not shown that the workman has remained gainfully engaged during this period. He might have and must earn to live a life, but it cannot be said that he would have earned as much as he would have earned in the employment of the Management. Moreover, he did not work for the

Management during this period. Still he is required to be compensated for the loss caused to him by the Management. He will, therefore, be entitled to get back wages upto 50% of what he would have got but for the termination of his services. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का. आ. 1685.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 502/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/46/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1685.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 502/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 16-5-2007.

[No. L-12012/46/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I. D. No: 502/215

Registered on : 22-08-2005

Date of Decision : 30-03-2007

Harbhal Singh C/o Shri Ravail Singh, Village Dudhrail,
P. O. Bhalla Pind, Tehsil Ajnala, Amritsar (Punjab)

....Petitioner

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office,
Amritsar

....Respondent

APPEARANCE

For the Workman

Mr. R. P. Rana, AR

For the Management

Mr. J. S. Sathi,
Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi *vide* their Order No. L-12012/46/2003-IR (B-II)] dated 13th June, 2003, for adjudication by this Tribunal. The reference reads as under :

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Harbhal Singh c/o Shri Ravail Singh, w.e.f. 1-2-2002 without any Notice and without any payment of retrenchment compensation is just and legal ? If not, what relief the concerned workman is entitled to and from which date ?”

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager Personel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 4th April, 1994 in Bhindi, Saidan (Camp Ajnala) Amritsar Branch and he continuously served them upto 31st of Jan, 2002. His services were terminated w.e.f. 1st of Feb. 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of Sections 25-F, G and H of the Industrial Disputes Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the work is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated voluntary retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent

vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W 1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MWI and documents MWI/1 to MWI/27. He admitted that the workman was working with the Management as casual labourer. He was paid monthwise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one months notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f 1st of Feb., 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether

his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No. 1 of his statement of claim has claimed that he had served the Management continuously from 31 st of January, 2002 backwards till 4th March, 1994. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal office, but the fact remains that those branches were under that control of the Zonal office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the workman had not served the Management continuously for 240 days twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross-examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Panjab and Haryana High Court passed in the case of "The Head Master, Govt High School, Behrana versus Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Panjab and Haryana High Court in the following case :

(1) Secretary, State of Karnatka and ors versus Uma Devi and ors being appeal Nos 3595-3612 of 1999, 1861-2063 and 3849/2001, 3520-3524 of 2002 and 1958 of 2006.

(2) 2003 (3) SC 559

(3) 1997 Lab I.C. 2075

(4) 1997 RSJ 255

(5) 2003(5) SLR 776 (P & H High Court)

(6) 1999(3) RSJ 76 (P & H High Court)

(7) 1998 (4) SLR 15 (P & H High Court)

(8) 1991 (1) SCT 814 (P & H High Court)

The workman has countered the claim of the Management and has relied upon the judgments reported as 2006(1) RSJ 80, 312, 314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law laid down by the Hon' ble Supreme Court in the case of Secretary, State of Karnataka versus Uma Devi is the latest law on the subject. In this case the tribunal is not required to examine whether to regularize the services of the workman

or not or reinstate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi case Hon'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Panjab and Haryana in the case of "The Head Master, Government High School, Behrana versus Ajit Singh (supra) as their Lordships did not consider the impact of their opinion on section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not. What they are required to do is to follow the provisions of the Act before terminating the services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

The Management has admitted that they had not given notice to the workman before terminating his services nor he was paid retrenchment compensation. The Management, therefore, did not follow the provisions of section 25-F of the Act before terminating his services. The disengagement of the workman was therefore, bad in law and the same is quashed. The workman is treated to be in service as if he was not disengaged by the Management. He is entitled to all the service benefits including back wages.

The question now arises as to how much back wages he should get as neither in the statement of claim nor in his statement he has claimed that he has remained without work all through this period. The Management has also not shown that the workman has remained gainfully engaged during this period. He might have and must earn to live a life, but it cannot be said that he would have earned as much as he would have earned in the employment of the Management. Moreover, he did not work for the Management during this period. Still he is required to be compensated for the loss caused to him by the Management. He will, therefore, be entitled to get back wages upto 50% of what he would have got but for the termination of his services. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007.

का. आ.1686.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय नं.-2, चंडीगढ़ के पंचात (संदर्भ संख्या 501/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/11/2003-आई आर (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1686.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 501/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 16-5-2007.

[No. L-12012/11/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

Presiding Officer: Shri Kuldeep Singh

Case I. D. No: 501/2005

Registered on : 22-8-2005

Date of Decision : 30-3-2007

Rajbir Singh C/o Shri R. P. Rana, House No. 2360 Sector-38-C, Chandigarh

.....Petitioner

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office, Amritsar

....Respondent

APPEARANCE

For the Workman : Mr. R. P. Rana

For the Management : Mr. J. S. Sathi. Advocate

AWARD

The is a reference made by the Government of India, Ministry of Labour, New Delhi vide their Order No : L- 12012/11/2003-IR (B-II)] dated 2nd May, 2003, for adjudication by this Tribunal. The reference reads as under :

“Whether the action of the management of Punjab & Sind Bank in terminating the Services of Rajbir Singh C/o Sh. Sukhbir Singh Ex-peon (Daily Wage Basis) w.e.f. 1-2-2002 without any Notice and without any payment of Retrenchment compensation is just and legal ? If not, what relief the concerned workman is entitled to and from which date ?”

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the

Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager Personnel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 4th Feb., 1994 on initial Pay scale + D.A in Golden Temple Branch, Amritsar Branch till 31st of Jan., 2002. His services were terminated w.e.f. 1st of Feb., 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of sections 25-F, G and H of the Industrial Disputes Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the workman is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated voluntary retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MW1 and documents MW1/1 to MW1/27. He admitted that the workman was working with the Management as casual labourer. He was paid month wise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one months notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f. 1st of Feb., 2002 was legal or not. The Tribunal is not to see whether the Management of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No. 1 of his statement of claim has claimed that he had served the Management continuously from 31st of January, 2002 backwards till 4th of Feb., 1994. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebutel to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal office, but the fact remains that those branches were under that control of the Zonal office of the Management and

were not independent entities. Thus there is no merit in the claim of the Management that the work had not served the Management continuously for 240 days in twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Panjab and Haryana High Court passed in the case of "The Head Master, Government High School, Behrana *versus* Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of Section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Punjab and Haryana High Court in the following case :

- (1) Secretary, State of Karnatka and Ors *versus* Uma Devi and Ors being appeal Nos 3595-3612 of 1999, 1861-2053 and 3849/12001, 3520-3524 of 2002 and 1968 of 2006.
- (2) 2003 (3) SC 559.
- (3) 1997 Lab I.C. 2075
- (4) 1997 RSJ 255
- (5) 2003 (5) SLR 776 (P & H High Court)
- (6) 1999 (3) RSJ 76 (P & H High Court)
- (7) 1998 (4) SLR 15 (P & H High Court)
- (8) 1991 (1) SCT 814 (P & H High Court)

The workman has countered the claim of the Management and has relied upon the judgments reported as 2006 (1) RSJ 80, 312, 314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka *versus* Uma Devi is the latest law on the subject. In this case the tribunal is not required to examine whether to regularize the services of the workman or not or re-instate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi case Hon'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Punjab and Haryana in the case of "The Head Master, Government High School, Behrana *versus* Ajit Singh (supra) as their Lordship did not consider the impact of their opinion on Section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not. What they are required to do is to follow the provisions of the Act before terminating the

services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

The Management has admitted that they had not given notice to the workman before terminating his services nor he was paid retrenchment compensation. The Management, therefore, did not follow the provisions of Section 25-F of the Act before terminating his services. The disengagement of the workman was therefore, bad in law and the same is quashed. The workman is treated to be in service as if he was not disengaged by the Management. He is entitled to all the service benefits including back wages.

The question now arises as to how much back wages he should get as neither in the statement of claim nor in his statement he has claimed that he has remained without work all through this period. The Management has also not shown that the workman has remained gainfully engaged during this period. He might have and must have earned as much as he would have earned in the employment of the Management. Moreover, he did not work for the Management during this period. Still he is required to be compensated for the loss caused to him by the Management. He will, therefore, be entitled to get back wages upto 50% of what he would have got but for the termination of his services. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 मई, 2007

का. अ. 1687.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध विभागों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 511/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/5/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2007

S. O. 1687.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 511/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank and their workman, received by the Central Government on 16-5-2007.

[No. L-12012/5/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I. D. No: 511/2005

Registered on : 22-07-2005

Date of Decision : 30-03-2007

Shri Baljit Singh C/o Shri R. P. Rana, House No. 2360
Sector 38-C, Chandigarh

—Petitioner

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office,
Amritsar

—Respondent

APPEARANCE

For the Workman : Mr. R. P. Rana, Advocate

For the Management : Mr. J. S. Sathi, Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi vide their Order No. L-12012/5/2003-IR (B-II) dated 29th April, 2003, for adjudication by this Tribunal. The reference reads as under

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Baljit Singh c/o Shri Virsa Singh, Ex-peon (Daily Wage Basis) w.e.f. 1-2-2002 without any notice and without any payment of retrenchment compensation is just and legal? If not, what relief the concerned workman is entitled to and from which date?”

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager Personnel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 1st Jan., 1995 on initial Pay scale+D.A in E/C S.S.S.S, Amritsar Branch. He was transferred to different Branches of the Bank from time to time in the city of Amritsar till 31st Jan., 2002. His services were terminated w.e.f. 1st of Feb., 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days in twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve.

They, therefore, violated the provisions of Sections 25-F, G and H of the Industrial Dispute Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the workman is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated voluntary retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by Section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W 1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr. Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MW1 and documents MW 1/1 to MW 1/27. He admitted that the workman was working with the Management as casual labourer. He was paid month wise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one month's notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency. From the pleadings of the parties it is clear

that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and he having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman w.e.f. 1st of Feb., 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No. 1 of his statement of claim has claimed that he had served the Management continuously from 31st of January, 2002 backwards till 18th Dec., 1995. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It is admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal office, but the fact remains that those branches were under that control of the Zonal office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the workman had not served the Management continuously for 240 days in twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Panjab and Haryana High Court passed in the case of *The Head Master, Govt High School, Behrana versus Ajit Singh* and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of Section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Panjab and Haryana High Court in the following case :

(1) Secretary, State of Karnataka and Ors. *versus* Uma Devi and Ors. being appeal Nos. 3595-3612 of 1999,

1861-2063 and 3849/2001, 3520-3524 of 2002 and 1968 of 2006.

- (2) 2003 (3) SC 559.
- (3) 1997 Lab. I.C. 2075
- (4) 1997 RSJ 255
- (5) 2003 (5) SLR 776 (P & H High Court)
- (6) 1999 (3) RSJ 76 (P & H High Court)
- (7) 1998 (4) SLR 15 (P & H High Court)
- (8) 1991 (1) SCT 814 (P & H High Court)

The workman has countered the claim of the Management and has relied upon the judgments reported as 2006(1) RSJ 80, 312, 314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka versus Uma Devi is the latest law on the subject. In this case the Tribunal is not required to examine whether to regularize the services of the workman or not or re-instate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi's case Hon'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Punjab and Haryana in the case of The Head Master, Government High School, Behrana versus Ajit Singh (supra) as their Lordship did not consider the impact of their opinion on Section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not. What they are required to do is to follow the provisions of the Act before terminating the services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

The Management has admitted that they had not given notice to the workman before terminating his services nor he was paid retrenchment compensation. The Management, therefore, did not follow the provisions of Section 25-F of the Act before terminating his services. The disengagement of the workman was therefore, bad in law and the same is quashed. The workman is treated to be in service as if he was not disengaged by the Management. He is entitled to all the service benefits including back wages.

The question now arises as to how much back wages he should get as neither in the statement of claim nor in his statement he has claimed that he has remained without work all through this period. The Management has also not shown that the workman has remained gainfully engaged during this period. He might have and must have

earned to live a life, but it cannot be said that he would have earned as much as he would have earned in the employment of the Management. Moreover, he did not work for the Management during this period. Still he is required to be compensated for the loss caused to him by the Management. He will, therefore, be entitled to get back wages upto 50% of what he would have got but for the termination of his services. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 22 मई, 2007

का. आ. 1688.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 514/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/199/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2007

S. O. 1688.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 514/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on 16-5-2007.

[No. L-12012/199/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer: Shri Kuldip Singh

Case I. D. No : 514/2005

Registered on : 22-08-2005

Date of Decision : 30-03-2007

Shri Ashwani Kumar C/o Shri R. P. Rana, House No. 2360, Sector-38-C, Chandigarh

....Petitioner

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office, Amritsar

....Respondent

APPEARANCE

For the Workman :

Mr. R. P. Rana, Advocate

For the Management :

Mr. J. S. Sathi, Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi *vide* their Order No. L- 12012/199/2003-IR (B-II)] dated 22nd April, 2003, for adjudication by this Tribunal. The reference reads as under :—

“Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Ashwani Kumar S/o Late Shri Krishan Lal, Ex-peon (Daily Wage Basis) w.e.f. 1-2-2002 without any notice and without any payment of retrenchment compensation is just and legal ? If not, what relief the concerned workman is entitled to and from which date ?”

On getting the notice of the reference the parties appeared and filed their respective pleadings. The workman has supported his pleadings with his affidavit whereas the Management has placed on record the affidavit of Shri Sukhdev Singh, their Manager personnel. The Management has placed on record Photo Copies of a number of documents including verified statement, Salary Bills. Both the Workman and witness of the Management Shri Sukhdev Singh has also appeared as witness in support of the case of their respective parties.

Stated in brief the case of the workman is that he was appointed as temporary peon on 1st Feb., 1997 on initial Pay scale + D.A. in Sharifpura, extension counter, Sabji Mandi, Amritsar Branch. He was then posted in different Branches of the Management Bank in Amritsar as detailed in the Claim Statement. His services were terminated w.e.f. 1st of Feb., 2002 without giving him notice. He was also not paid the retrenchment compensation although he had served the Management for more than 240 days twelve months preceding the date of termination of his services. They retained his juniors and also recruited fresh hands without giving him the opportunity to serve. They, therefore, violated the provisions of Sections 25-F, G and H of the Industrial Disputes Act, 1947, hereinafter to be referred as Act. Although the Management had the posts of the peons, they disengaged the services of the workman and others without any justifiable cause. They in fact got annoyed since the workman and his co-workers had filed a writ in the High Court and got a direction issued to the Management to consider their claim for regularization in service. According to the workman the order of termination of services of the work is bad in law. He has prayed for his reinstatement with all benefits including full back wages and continuity of service besides interest @ 18% on the amount found due to him.

The Management has opposed the claim of the workman. According to them the workman was employed as casual/daily wager on temporary basis and was not recruited in accordance with the recruitment rules. Moreover, the Management in order to reduce the workforce floated Voluntary Retirement Scheme 2000. The Management, therefore, did not require employees even in the category of peons nor there existed permanent

vacancies of peons in the Bank. The Management had entered into settlement with the majority Union of its employees by which the Management had agreed to absorb casual/temporary employees in the Bank subject to availability of vacancies. There are workmen who are waiting in line. The workman was engaged purely as temporary peon to meet certain contingencies. He did not put in continuous service as was contemplated by Section 25-B of the Act. His services in different branches of the Bank cannot be clubbed together to determine the length of his service since his engagement in different branches was fresh appointment. Denying that the Civil Writ Petition had anything to do with the disengagement of workman it is stated by them that the workman is not entitled to regularization in service as his engagement was temporary which came to end automatically when the contingency was over. They have prayed for an award holding that the workman is not entitled to any relief.

The workman appeared as witness in the case and proved his affidavit exhibit W 1. In cross-examination he admitted that there was no advertisement of posts made by the Management nor he had submitted an application for appointment. He was also not given any appointment or termination letter by the Management. He was engaged by the Manager of the Bank. Mr. Sukhdev Singh who appeared as witness for the Management proved his affidavit exhibit MW1 and documents MW 1/1 to MW1/27. He admitted that the workman was working with the Management as casual labourer. He was paid monthwise the salary as detailed in the documents copies of which are placed on record. He further stated that the workman was relieved of the job on 1-2-2002. He further admitted that the workman was not given one month's notice before the termination of his services nor he was paid the termination compensation. He however, denied that the Management had engaged fresh hands who are being paid from the contingency.

From the pleadings of the parties it is clear that the Management has not denied the claim of the workman that he had served them during the period as claimed by him in the statement of claim. Their plea is two fold. It is claimed by them that the workman was not engaged by adopting the procedure prescribed for recruitment of sub-staff. Secondly the workman did not serve them for 240 days continuously and his having served in different branches/offices of the management cannot be clubbed together so as to count his length of service. Therefore, the workman is not entitled to any relief. In my opinion both the grounds taken by the Management are not available to them. The question which is under the consideration of this Tribunal is whether the disengagement of the workman on w.e.f. 1st of Feb., 2002 was legal or not. The Tribunal is not to see whether the engagement of the workman was in accordance with rules or not. The Management has admitted the engagement of the workman. Now it is to be seen whether

his disengagement was properly done as was required under the provisions of the Act. For that it is seen whether the workman had served for not less than 240 days in twelve months preceding the date of his disengagement. The workman in para No 1 of his statement of claim has claimed that he had served the Management continuously from 31st of January, 2002 backwards till 1st Feb., 1997. The Management in reply to this para did not rebut the period and dates shown by the workman during which he had served the Management. They only stated that the services rendered by the workman cannot be clubbed together. Thus there is no rebuttal to the claim of the workman that he had served the Management for more than 240 days within twelve months preceding the date of termination of his services on 1-2-2002. It admitted by the workman that he had served in different branches of the management bank during that period besides in the Zonal office, but the fact remains that those branches were under that control of the Zonal office of the Management and were not independent entities. Thus there is no merit in the claim of the Management that the work had not served the Management continuously for 240 days twelve months preceding the date of his disengagement.

The Management has laid much stress on the plea that the engagement of the workman was not done by a regular process as is admitted by the workman in the cross-examination, therefore, he is not entitled to regularization in service. Relying upon the judgement of Panjab and Haryana High Court passed in the case of "The Head Master, Government High School, Behrana *versus* Ajit Singh and another, reported as 2003(5) SLR 766, they have claimed that the workman is not entitled to the benefit of Section 25-F of the Act. Mr. Sathi, counsel for the Management has also relied upon the judgments of Hon'ble Supreme Court of India and Panjab and Haryana High Court in the following case:

(1) Secretary, State of Karnataka and Ors. *versus* Uma Devi and Ors. being appeal Nos. 3595612 of 1999m 1861-2063 and 3849/2001m 3520-3524 of 2002 and 1968 of 2006..

(2) 2003 (3) SC 559.

(3) 1997 Lab. I.C. 2075.

(4) 1997 RSJ 255.

(5) 2003(5) SLR 776 (P & H High Court).

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The workman has countered the claim of the Management and has relied upon the judgments reported as 2006 (1) RSJ 80,312,314 and 508. I have gone through the judgments referred to by the parties. In my opinion the law

laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka *versus* Uma Devi is the latest law on the subject. In this case the tribunal is not required to examine whether to regularize the services of the workman or not or reinstate him in service. Here the question is whether the termination of workman was valid or not. In view of the discussion made above, it has been proved that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman. In the situation the workman is to be treated in service as if there was no order of termination of his services. In the Uma Devi case Hon'ble Supreme Court did not consider the law laid down by the Hon'ble High Court of Panjab and Haryana in the case of The Head Master, Government High School, Behrana *versus* Ajit Singh (supra) as their Lordship did not consider the impact of their opinion on Section 25-F of the Act. It is to be treated that they did not disturb the right of workman in that contingency. After it is held that the order of termination of workman was bad in law and the same is quashed, it is upto the Management whether to continue with the services of the workman or not. What they are required to do is to follow the provisions of the Act before terminating the services of the workman. For these reasons I hold that the authorities referred to by the Management are not helpful to them.

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